

**Devil's Gate and Eaton
Stormwater Flood Management Project****Authorization and
Eligibility Requirements****I. Authorization and Eligibility Requirements**

The attached draft Board Letter, draft Resolution, and Flood Control Act provide the proof of authorization to apply for the Proposition 1E Grant Funds and that the applicant is a local agency. Also attached are the Groundwater Basin Adjudications Documents.

March 5, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors

**ADOPT RESOLUTION AUTHORIZING THE LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT TO APPLY FOR GRANT FUNDING FROM THE STATE OF
CALIFORNIA AND AUTHORIZE ITS DIRECTOR OR HER DESIGNEE TO EXECUTE
AN AGREEMENT WITH THE STATE OF CALIFORNIA FOR A STORMWATER
FLOOD MANAGEMENT GRANT (PROPOSITION 1E) FOR
DEVIL'S GATE AND EATON STORMWATER FLOOD MANAGEMENT PROJECT
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action will allow the Los Angeles County Flood Control District to apply for grant funding in an amount up to \$30,000,000 from the State of California through the Disaster Preparedness and Flood Prevention Bond Act of 2006 (Proposition 1E) for the Devil's Gate and Eaton Stormwater Flood Management Project. This project will modify existing facilities and install a pipeline to better manage stormwater runoff for reduced flood damage and increased water conservation, and will address immediate public health and safety needs by strengthening existing flood control facilities to address seismic safety concerns.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

Adopt the resolution delegating authority to the Chief Engineer of the Los Angeles County Flood Control District or her designee to file an application for the Devil's Gate and Eaton Stormwater Flood Management Project and conduct business with the State of California on any and all matters related to this grant, including negotiating and executing the grant agreement and amendments, if necessary, to complete the project, including

extensions of time, minor changes in project scope, and alterations in the grant amount up to ten percent, subject to approval of such documents by County Counsel, and to sign and submit requests for reimbursement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to authorize the Chief Engineer of the Los Angeles County Flood Control District (LACFCD) or her designee to apply for up to \$30,000,000 in funding from the Disaster Preparedness and Flood Prevention Bond Act of 2006 (Proposition 1E) for the Devil's Gate and Eaton Stormwater Flood Management Project (Grant Project). The State of California (State) is requiring, as a condition of the grant application, all applicant's governing boards to designate an authorized representative to submit the application and execute an agreement with the State.

The Grant Project consists of five elements to be implemented in phases. The phases include: (1) increasing storage capacity at Eaton Wash Spreading Grounds to provide more capacity for groundwater recharge and flood protection; (2) increasing the intake into Eaton Wash Spreading Grounds to divert more water for groundwater recharge and flood protection; (3) modifying Eaton Wash Dam Inlet/Outlet Works to meet State seismic requirements to improve public safety and maintain flood control and water conservation activities; (4) installing a pump on the existing Devil's Gate Dam, an outlet in Eaton Wash, and approximately five miles of pipeline through City of Pasadena and Los Angeles County Unincorporated street rights-of-way to direct excess storm water to groundwater recharge facilities; and (5) modifying Devil's Gate Reservoir by removing up to 2,000,000 cubic yards of sediment from the reservoir and establishing a maintenance reservoir configuration to restore flood protection to the downstream communities when conducting future maintenance activities. The Grant Project will improve existing facilities and establish linkages to better manage stormwater which will result in increased flood protection and groundwater recharge.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Fiscal Sustainability (Goal 2). This action actively seeks grant funds to augment the LACFCD's funding sources to address flood management and seismic safety issues and increase the capture of stormwater for water supply.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated cost of the Grant Project is approximately \$83,200,000. Grant funding from the State of California in the amount of \$30,000,000 will be used to offset the cost of the project. Funding for the Grant Project was appropriated in Fiscal Years 2009-10 through 2012-13 Flood Fund Budgets. Additional funding will be allocated in the Fiscal Years 2013-14, 2014-15, and 2015-16 Flood Fund Budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Adoption of the resolution will authorize the Chief Engineer or her designee, on behalf of the LACFCD, to apply for up to \$30,000,000 of Stormwater Flood Management (SWFM) grant funds, funded by Proposition 1E, with the State of California; negotiate and enter into an agreement and amendments, if required, to complete the Grant Project, including extensions of time, minor changes in project scope, and alterations in the grant amount up to ten percent, subject to approval of such documents by County Counsel; and sign and submit requests for reimbursement. The enclosed resolution has been reviewed and approved as to form by County Counsel.

Projects eligible for this grant are required to manage stormwater runoff to reduce flood damage. The Grant Project meets this requirement. The SWFM grant will reimburse up to 50 percent of eligible project costs up to a maximum amount of \$30,000,000. The remaining project cost, the local match, must be from non-State funds expended after September 29, 2008.

Three phases of the Grant Project have previously been authorized for construction contracts by the Board of Supervisors (Board). On April 20, 2010, the Board of Supervisors (Board) authorized a delegated award and execution of a construction contract for the Eaton Wash Spreading Grounds Improvement Project. On February 7, 2012, the Board authorized a delegated award and execution of a construction contract for the Eaton Wash Dam and Reservoir Inlet/Outlet Works Rehabilitation. On December 11, 2012 the Board authorized a delegated award and execution of a construction contract for the Eaton Wash Channel Improvements and Eaton Wash Spreading Grounds Basin Enlargement Project. The three projects listed above are portions of the Grant Project's phases and are eligible as portions of the SWFM grant's required local match.

The State of California Grant Agreement will be reviewed and approved as to form by County Counsel prior to execution by the Director of Public Works in her capacity as the Chief Engineer of the LACFCD.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378(b)(4) of the California Environmental Quality Act (CEQA) guidelines, approval of the recommended action does not constitute a project and, hence, is not subject to the requirements of CEQA. The grant application requires that we develop a plan and schedule for complying with CEQA for the Grant Project prior to reimbursement of Flood Control District funds.

The Board previously found that the three phases of the Grant Project that were authorized for construction contracts were exempt from the provisions of CEQA. The phase that consists of removing sediment from Devil's Gate Reservoir and establishing a maintenance reservoir configuration to restore flood protection and conduct future maintenance activities is currently being analyzed as part of an Environmental Impact Report. The tasks and schedule necessary to comply with CEQA for the phase that consists of installing a pump on the existing Devil's Gate Dam and constructing a

pipeline to direct excess storm water to local groundwater recharge facilities will be identified during further project development. For these remaining two phases of the Grant Project, we will return to your Board regarding any environmental findings requiring your approval.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Any grant funding received as a result of these actions will offset the cost of the Grant Project, which will improve seismic safety and increase water conservation.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Water Resources Division.

Respectfully submitted,

GAIL FARBER
Director of Public Works

GF:

Enclosure

c: Chief Executive Office
County Counsel
Executive Office

bc: Watershed Management (Quirk)

Draft Only

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES, CALIFORNIA, ACTING AS THE GOVERNING BODY OF THE
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, APPROVING THE
APPLICATION FOR GRANT FUNDS FOR STORMWATER FLOOD MANAGEMENT
GRANT FUNDS UNDER THE DISASTER PREPAREDNESS AND FLOOD
PREVENTION BOND ACT OF 2006 (PROPOSITION 1 E)

WHEREAS, the people of the State of California have enacted the Disaster Preparedness and Flood Prevention Bond Act of 2006 (Public Resources Code Section 5096.800 et seq.) allocating funds to the State of California to provide funding for managing stormwater runoff to reduce flood damages (PRC 5096.827 9(c)); and

WHEREAS, the Los Angeles County Flood Control District (LACFCD) is proposing to implement a project to modify existing Flood Control facilities to better manage stormwater runoff to reduce flood damage and increase water conservation, and to address immediate public health and safety needs by strengthening them to address seismic safety concerns; and

WHEREAS, the project is eligible for the award of grant funds under this State grant program; and

WHEREAS, said procedures established by the State of California require that an applicant's governing body certify, by resolution, the approval of the application before submission of said application to the State; and

WHEREAS, if an application is granted, the applicant will be required to enter into a contract with the State of California pertaining to the use of the grant funds.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Los Angeles, acting as the governing body of the LACFCD:

1. Approves the filing of an application for grant funds from the Stormwater Flood Management Grant Program under the Disaster Preparedness and Flood Prevention Bond Act of 2006 (Public Resources Code Section 5096.800 et seq.);
2. Appoints the Chief Engineer of the LACFCD or her designee as agent to conduct business with the State of California on any and all matters related to this grant, including negotiating and executing the grant agreement and amendments, if necessary, to complete the project, including extensions of time, minor changes in project scope, and alternations in the grant amount up to ten percent, subject to approval of such documents by County Counsel, and to sign and submit requests for reimbursement.

The foregoing resolution was adopted on the _____ day of _____, 2013, by the Board of Supervisors of the County of Los Angeles acting as the governing body of the Los Angeles County Flood Control District.

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

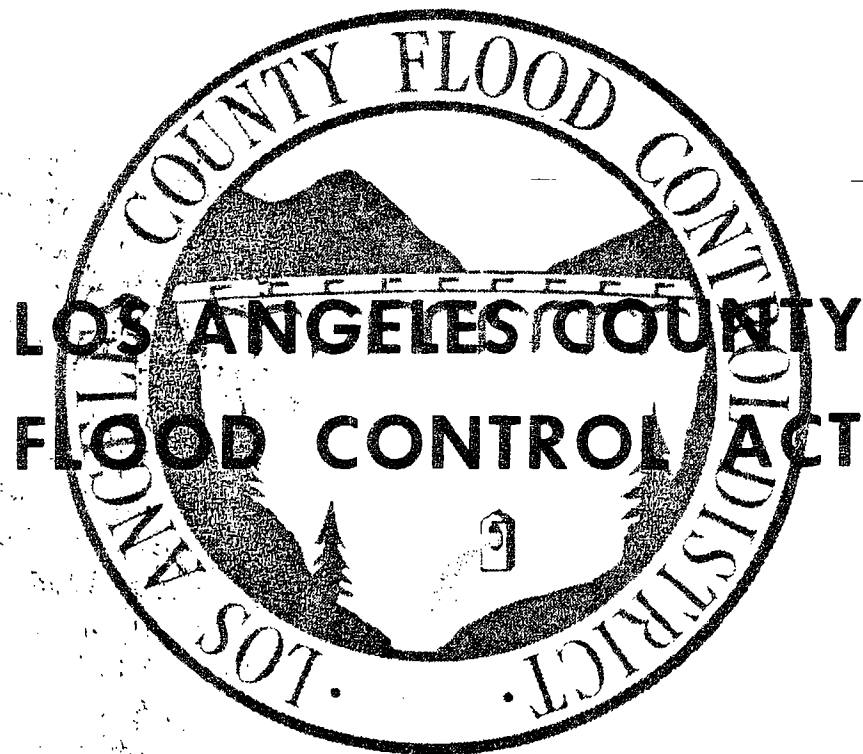
ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy

AF

\\PW01\wrd\GENERAL\WATER CONSERVATION\Alma\Prop 1E\Application\Attachment 1 Authorizing Documentation

Draft Only



LOS ANGELES COUNTY FLOOD CONTROL ACT

January, 1977

**A. E. Bruington, Chief Engineer
Los Angeles County Flood Control District
2250 Alcazar Street
Los Angeles, California 90033**

LOS ANGELES COUNTY FLOOD CONTROL ACT

TABLE OF CONTENTS

Section	Page
1. Los Angeles County Flood Control District created ..	7
2. Objectives of act: Powers of district	7
2.1 Right of way acquisition revolving fund	12
2a. Ordinances governing employment of help	12
2b. Appointment of chief engineer: Assistants	12
2c. Civil service commission	12
2d. Rules governing civil service: Scope of operation: Relation to county service	13
2e. Persons who must be appointed from civil service lists	14
2f. Incumbents deemed permanent employees	14
2.5 Power of district to acquire fee ownership of land in which it has easement rights.	14
3. Board of supervisors: Rules and regulations: Ex offi- cio officers, assistants: Adoption, certification, recor- dation and publication of ordinances, etc.	14
3a. Bond by persons included in civil service systems: Schedule bond: Liability of surety: Premiums	15
3.1 Supervisors' authority to establish zones: Purpose: Expenditures: Designation of zone: Definitions	15
3.2 Same: District engineer's report: Adoption of report: Hearing on establishment of zones: Notice: Contents of Notice: Time for filing protests: Contents of protest: Effect of protest: Form of protests by cities and public districts: Proceedings at hearings: Deter- mination of supervisors	16

Section	Page
3.3 Levy of special tax on zone established: Maximum rate: Expenditures: Contract for imported and/or reclaimed water	18
3.5 Exclusion from zone: Petition for hearing: Notice: Proceedings	19
3.6 Termination of zones. Order of petition for hearing ..	20
4. Formulation of control plan: Call for report: Contents of report	22
5. Adoption by resolution	22
6. Special election	23
7. Bonds: Prescribing form: Payment: Denominations: Interest: Signatures	24
7.1 Bond issue authorized following January 1, 1970, board may provide for the call and redemption	25
7.2 Bond issue authorized following January 1, 1970, notice of redemption	26
7.3 Bond issue authorized following January 1, 1970, interest on the bonds shall cease after the date fixed for redemption	26
7.4 Bond issue authorized following January 1, 1970, the board may authorize the issuance of refunding bonds	26
8. Sale of bonds	26
9. Bonds lien on property	26
10. Tax levy	27
11. Political code tax levy provisions adopted	27

Section	Page
12. Bonds legal investments for trust funds, etc.	27
13. Value of bonds	28
13¼. Acceptance of transfer of storm drain improvements and drainage system: Control and jurisdiction	28
13½. Authority to accept improvements transferred: Classes of improvements: Bond liability: Special tax for payment of bonds: Transfer by city: Special tax for expenses of operation, etc.	28
13¾. Acceptance of transfer of storm drain improvements and drainage improvements: Control and jurisdiction: Transfer by city or county: Tax levy for operation, maintenance, repair	28
14. Tax levy for maintenance	29
14½. Claims against district	29
15. Letting contracts: Procedure: Improvements in, etc., highways: Approval of plans and specifications	30
15a. Insertion of provisions prescribed as condition for federal aid	31
15b. Covering or crossing facilities	32
16. Powers of board generally: Right of eminent domain	32
16a. Revolving fund: Authority to establish: Manner of establishment	34
16b. Same: Bond by officer for whose use fund created: Conditions of bond: Warrant for fund: Drawing and payment	34

Section	Page
16c. Same: Use of funds: Receipts	35
16d. Same: Reimbursement of fund: Account of fund ...	35
16e. Same: Reduction or discontinuance of fund: Reimbursement of officer for expenditures from fund	35
16½. Eminent domain: Power to take property interest deemed necessary: Resolution as evidence: Condemnation of property adjacent to property devoted to public use	35
16 ⁵ / ₈ . Same: Where part of parcel needed, and remainder will be damaged	35
16¾. Taking or removal of part of house or other structure.	35
17. Powers of board of supervisors in connection with control of flood and storm waters	36
17a. Right of way over State lands	37
18. Issuance of additional bonds	37
19. Power of board of supervisors where proposition fails to carry	37
20. Repeal of act not to affect bonds	38
21. Construction of act	38
22. Constitutionality	38
23. Title	38

LOS ANGELES COUNTY FLOOD CONTROL ACT

The people of the State of California do enact as follows:

SECTION 1. *Los Angeles County Flood Control District created.*

A flood control district is hereby created, to be called "Los Angeles County Flood Control District," and the boundaries and territory of said district shall be as follows:

All that portion of the county of Los Angeles lying south of the north line of township 5 north, San Bernardino base, excepting therefrom the islands of Santa Catalina and San Clemente, and the islands off the coast included in Los Angeles County.

SECTION 2. *Objectives of act: Powers of district.* The objects and purposes of this act are to provide for the control and conservation of the flood, storm and other waste waters of said district, and to conserve such waters for beneficial and useful purposes by spreading, storing, retaining or causing to percolate into the soil within said district, or to save or conserve in any manner, all or any of such waters, and to protect from damage from such flood or storm waters, the harbors, waterways, public highways and property in said district.

Said Los Angeles County Flood Control District is hereby declared to be a body corporate and politic, and as such shall have power:

1. *Perpetual succession.* To have perpetual succession.
2. *Prosecution, etc., of actions.* To sue and be sued in the name of said district in all actions and proceedings in all courts and tribunals of competent jurisdiction.
3. *Adoption of seal.* To adopt a seal and alter it at pleasure.
4. *Acquisition of property.* To take by grant, purchase, gift, devise or lease, hold, use, enjoy, and to lease or dispose of real or personal property of every kind within or without the district necessary to the full exercise of its power.
5. *Construction of works.* To acquire or contract to acquire lands, rights of way, easements, privileges and property of every kind, and construct, maintain and operate any and all works or improvements within or without the district necessary or proper to carry out any of the objects or purposes of this act, and to complete, extend, add to, repair or otherwise improve any works or improvements acquired by it as herein authorized. Construction or improvement of existing facilities may involve landscaping and other aesthetic treatment in order that the facility will be compatible with existing or planned development in the area of improvement.

6. *Eminent domain.* To exercise the right of eminent domain, either within or without the District, to take any property necessary to carry out any of the objects or purposes of this act.

7. *Incurrence of debt.* To incur indebtedness, and to issue bonds in the manner herein provided.

7a. *Borrowing federal funds.* In addition to the powers given in the next preceding subsection, to borrow money from the United States of America, any agency or department thereof, or from any nonprofit corporation, organized under the laws of this State, to which the Reconstruction Finance Corporation, a corporation organized and existing under and by virtue of an act of Congress, entitled "Reconstruction Finance Corporation Act", or other agency, or department, of the United States Government, has authorized, or shall hereafter authorize, a loan to enable such nonprofit corporation to lend money to said Los Angeles County Flood Control District, for any flood control work authorized under this act, and to repay the same, in annual installments, over a period of not to exceed twenty (20) years, with interest at a rate of not to exceed four and one-fourth per centum (4¼%) per annum, payable semiannually, and, without the necessity of an election when authorized by resolution of the board of supervisors, as evidences of such indebtedness, said district is hereby authorized to execute and deliver a note, or a series of notes, or bonds, or other evidences of indebtedness, signed by the chairman of the board of supervisors of said district, which notes, bonds, or other evidences of indebtedness, shall be negotiable instruments if so declared in said resolution of the board of supervisors providing for their issuance, and said notes, bonds, or other evidences of indebtedness, may have interest coupons attached to evidence interest payments, signed by the facsimile signature of said chairman of said board. All applications for such loans shall specify the particular flood control work or projects for which the funds will be expended, and when received, the money shall be deposited in a special fund, and shall be expended for those purposes only which are described and referred to in the applications. If a surplus remains after the completion of said work, such surplus shall be applied to the payment of the note, notes, bonds, or other evidences of indebtedness, executed as aforesaid, for the loan including interest coupons. The Board of Supervisors shall annually, levy a tax upon the taxable real property of said district, clearly sufficient to pay the interest and installments of principal, as the same shall become due and payable, under any

loan made pursuant to the authority of this section, and to create and maintain a reserve fund to assure the prompt payment thereof, as may be provided by said resolution of the board of supervisors; provided, however, that the amount of taxes levied in any year, pursuant to the provisions of this subsection, shall, pro tanto, reduce the authority of the board of supervisors, during any such year, to levy taxes under Section 14 of this act, but this proviso shall not be a limitation upon the power and duty to levy and collect taxes under this subsection.

Notwithstanding any other provisions of law, interest earned on funds representing the proceeds of bonds of the District shall be deposited and retained in the reserve fund of the District to meet the principal and interest falling due on such bonds.

Notwithstanding anything in this subsection 7a to the contrary, the total amount which said district may borrow under the authority of any or all of the provisions of this subsection is limited to and shall not exceed in the aggregate the sum of four million five hundred thousand dollars (\$4,500,000).

7b. *Sale of bonds to county.* The power granted in the next preceding subsection is hereby extended to authorize the issuance and sale of bonds or other evidences of indebtedness of said district to the County of Los Angeles and the purchase thereof by said county in accordance with "An act authorizing the investment and reinvestment and disposition of any surplus moneys in the treasury of any county, city and county, incorporated city or town or municipal utility district or flood control district," approved April 23, 1913, as amended; all subject to the provisions and limitations of the next preceding subsection relative to the disposition and use of funds, interest rate, period of repayment, tax rate and mode of issuance. The total amount of bonds or other evidence of indebtedness, in the aggregate, which the district may issue and sell under the authority of subsection 7a and of this subsection is limited to and shall not exceed four million five hundred thousand dollars (\$4,500,000).

8. *Collection of taxes.* To cause taxes to be levied and collected for the purpose of paying any obligation of the district in the manner hereinafter provided.

9. *Making of contracts.* To make contracts, and to employ for temporary services only, expert appraisers, consultants and technical advisers, and to do all acts necessary for the full exercise of all powers vested in said district, or any of the officers thereof, by this act.

10. *Granting of easements.* To grant or otherwise convey to counties, cities and counties, cities or towns easements for street and highway purposes, over, along, upon, in, through, across or under any real property owned by said Los Angeles County Flood Control District.

11. *Disposal of rubbish, etc.* To remove, carry away and dispose of any rubbish, trash, debris or other inconvenient matter that may be dislodged, transported, conveyed or carried by means of, through, in, or along the works and structures operated or maintained hereunder and deposited upon the property of said district or elsewhere.

12. *Payment of bond premiums.* To pay premiums on bonds of contractors required under any contract wherein the amount payable to the contractor exceeds five million dollars (\$5,000,000); provided, that the specifications in such cases shall specifically so provide and state that the bidder shall not include in his bids the cost of furnishing the required bonds.

13. *Disposal of property.* To lease, sell or dispose of any property (or any interest therein) whenever in the judgment of said board of supervisors said property, or any interest therein or part thereof, is no longer required for the purposes of said district, or may be leased for any purpose without interfering with the use of the same for the purposes of said district, and to pay any compensation received therefor into the general fund of said district and use the same for the purposes of this act; provided, however, that nothing herein shall authorize the board of supervisors or other governing body of the district or any officer thereof to sell, lease or otherwise dispose of any water, water right, reservoir space or storage capacity or any interest or space therein except to public agencies for recreational purposes when such use is not inconsistent with the use thereof by the district for flood control and water conservation purposes; or except as hereinafter provided by Section 17 of this act; provided, however, that said district may grant and convey to the United States of America, or to any federal agency authorized to accept and pay for such land or interests in land, all lands and interest in land, now owned or hereafter acquired, lying within any channel, dam or reservoir site, improved or constructed, in whole or in part, with federal funds, upon payment to the district of sums equivalent to actual expenditures made by it in acquiring the lands and interests in land so conveyed and deemed reasonable by the Secretary of War and the Chief of Engineers.

14. *Recreational use of lands.* To provide, by agreement with other public agencies or private persons or entities or otherwise,

for the recreational use of the lands, facilities, and works of such district, which shall not interfere or be inconsistent, with the primary use and purpose of such lands, facilities, and works by such district.

15. *Addition of recreational facilities and preservation and enhancement of scenic beauty.* In addition to its other powers, the District shall have the power to preserve, enhance, and add recreational features to its properties and upon a finding by the Board of Supervisors that the acquisition is necessary for such purposes, to acquire, preserve, enhance, and add recreational features to lands or interests in lands contiguous to its properties, for the protection, preservation, and use of the scenic beauty and natural environment for such properties or such lands and to collect admission or use fees for such recreational features where deemed appropriate.

Protection of federal agencies. The said district by or through its board of supervisors, or other board or officers at any time succeeding to the duties or functions of its board of supervisors, is hereby authorized and empowered to warrant and defend the title to all land and interests therein so conveyed to the United States of America or to any such agency and their respective assigns; to covenant and agree to indemnify and keep indemnified and to hold and save harmless and exonerated the United States of America or any such agency, to which such lands or any interest therein are so conveyed by said district, from and against all demands, claims, liabilities, liens, actions, suits, charges, costs, loss, damages, expenses and attorneys' fees of whatsoever kind or nature, resulting from, arising out of or occasioned by any defect or defects whatsoever in the title to any such land or interest in land so conveyed by said district; to reimburse and save harmless and exonerated the United States of America or any such agency for any and all amounts, paid, and expenses incurred, in the compromise or settlement of any demands, claims, liabilities, liens, actions, suits, charges, costs, loss, damages, expenses and attorneys' fees of whatsoever kind or nature, resulting from, arising out of or occasioned by any claim to or defect or defects whatsoever in the title to any such land or interests in land so conveyed by said district; to pay all just compensation, costs and expenses, which may be incurred in any condemnation proceeding deemed necessary by the United States of America or such agency, in order to perfect title to any such land or interests in land, including without limitation all attorneys' fees, court costs and fees, cost of abstracts and other evidences of title, and all other costs, expenses or damages incurred or suffered by the United States of America or such agency; and consent is hereby given to the bringing of suit or other legal proceedings against said district by the United States of America or such agency, as the case may be, in the

proper district court of the United States, upon any cause of action arising out of any conveyance, contract or covenant made or entered into by said district pursuant to the authority granted in this act, or to enforce any claims, damages, loss or expenses arising out of or resulting from any defect whatsoever in the title to such land or any interest therein or any claims of others in or to such land or interest therein. [Amended by Stats 1927 ch 332 § 1 p 548; Stats 1929 ch 777 § 1 p 1547; Stats 1931 ch 797 § 2 p 1657; Stats 1935 ch 4 § 1 p 49, ch 342 § 1 p 1200; Stats 1939 ch 608 § 1 p 2021; Stats 1951 ch 1251 § 1 p 3102; Stats 1971 ch 803 § 1; Stats 1975 ch 410 § 1; Stats 1975 ch 1072 § 2; Stats 1975 ch 1276 § 33.]

SECTION 2.1 *Right of way acquisition revolving fund.* The board of supervisors of the Los Angeles County Flood Control District, by resolution adopted by four-fifths vote of the members thereof, may establish a Los Angeles County Flood Control District Right of Way Acquisition Revolving Fund, to be used in acquiring rights of way or other interests in real property for purposes authorized by this act, through purchase or condemnation. Money on deposit in said fund shall at no time exceed one-half of 1 percent of the assessed valuation of the Los Angeles County Flood Control District.

The Treasurer of Los Angeles County shall credit the Los Angeles County Flood Control District General Fund with interest on investments of the unexpended balances of said fund at the same rate and in the same manner as interest is credited to unallocated funds of the Los Angeles County Flood Control District in the custody of said treasurer. [Added by Stats 1968 ch 300 § 1.]

SECTION 2a. *Ordinances governing employment of help.* The said board shall provide by ordinance for the number of assistants, engineers, deputies, clerks, attaches and other persons to be employed by the Los Angeles County Flood Control District and for their compensation and duties and the times at which they shall be appointed. [Added by Stats 1939 ch 608 § 2 p 2025.]

SECTION 2b. *Appointment of chief engineer: Assistants.* The board shall appoint a chief engineer for said district who shall be the principal officer thereof and who shall be charged with the duty of managing and administering the affairs of said district, in accordance with the provisions of this act, subject to the direction and control of said board. The chief engineer shall appoint all assistants, engineers, deputies, clerks, attaches and other persons employed by said district as the number thereof is fixed and from time to time changed by the board. [Added by Stats 1939 ch 608 § 3 p 2025.]

SECTION 2c. *Civil service commission.* The Civil Service Commission of the County of Los Angeles shall be ex officio the civil service commission of the Los Angeles County Flood Control

District and said commission shall perform all of the duties herein prescribed without additional compensation. The district shall reimburse the county for all costs and expenses incurred by reason of the performance of said duties for the district. [Added by Stats 1939 ch 608 § 4 p 2026; Amended by Stats 1967 ch 158 § 1 p 1243; Stats 1968 ch 557 § 1.]

SECTION 2d. *Rules governing civil service: Scope of operation: Relation to county service.* All of the provisions of Article IX and X, Sections 30 to 49 inclusive, of the Charter of the County of Los Angeles, (except Section 32, paragraphs (a), (b), (c), (d) and (e) of Section 33 and Section 37), relating to civil service and the rights of officers and employees, and the rules of the Civil Service Commission of the County of Los Angeles as the same now exist or may hereafter be changed or amended, are hereby adopted by reference, for the purposes of this act; provided, however, that certain words used in said Article IX and X of said county charter and in said rules of the civil service commission shall for the purposes of this act be construed as follows: The word "county" or "Los Angeles County" shall be construed to include the Los Angeles County Flood Control District; the words "commission" and "commissioner" shall be construed to include the Commission and Commissioner of the Civil Service Commission and Civil Service Commissioner, respectively, of the Los Angeles County Flood Control District.

All persons employed by the Los Angeles County Flood Control District, except as expressly provided by Section 4 of this act, shall be appointed and shall hold his or her respective position and shall be subject to suspension, reduction or discharge in the same manner and under the same terms and conditions as in the case of persons employed in the classified civil service of the County of Los Angeles and shall constitute the classified civil service of the Los Angeles County Flood Control District.

If the Civil Service Commission of the County of Los Angeles finds that any person has been employed by the County of Los Angeles in a classified civil service position of the same grade or class as a similar position in the Los Angeles County Flood Control District, at the request of the Chief Engineer of the Los Angeles County Flood Control District the Los Angeles County Civil Service Commission shall certify said person as being eligible to transfer to and hold said district position with the same status and without further examination, if said person holds said position in the county classified civil service as a result of examination and certification by the county civil service commission. Any person entitled to participate in promotional examinations for positions in the county classified civil service shall similarly be entitled to participate in promotional examinations for positions in the classified civil service

of the Los Angeles County Flood Control District, pursuant to county civil service commission rules in effect at the time, and to be certified for said district positions by the county civil service commission and to be appointed to said district positions. [Added by Stats 1939 ch 608 § 5 p 2026; Amended by Stats 1959 ch 72 § 1 p 1932; Stats 1963 ch 482 § 1 p 1339; Stats 1968 ch 557 § 2.]

SECTION 2e. *Persons who must be appointed from civil service lists.* The chief engineer and all other persons employed by said district shall be appointed from the appropriate civil service list, for either permanent or temporary service; provided, however, that the temporary employment of experts, consultants or technical or other advisers for particular purposes, the employment of which is authorized by sections 2 and 4 of this act, and laborers for a temporary period as hereinafter provided, may be made by the board without reference to such civil service eligible list. [Added by Stats 1939 ch 608 § 6 p 2027.]

SECTION 2f. *Incumbents deemed permanent employees.* All persons in the service of the Los Angeles County Flood Control District on the first day of December, 1938, shall be deemed permanent employees in their respective positions, without examination, provided they have held such positions continuously for the six months immediately preceding. All other persons in such service on the first day of December, 1938, shall be deemed permanent employees in their respective positions without examination when they complete six months of continuous service in such positions; provided, however, that laborers employed for a temporary period, not exceeding sixty days, shall not be under civil service and may be employed, reduced or discharged as the needs of the district demand. [Added by Stats 1939 ch 608 § 7 p 2027.]

SECTION 2.5. *Power of district to acquire fee ownership of land in which it has easement rights.* The district also has the power to acquire, where the district has obtained surface easement rights in land, the fee ownership of the land in any case where the Board of Supervisors finds that such acquisition will allow either more efficient use or compatible uses of such land. [Added by Stats 1976 ch 118 § 1.]

SECTION 3. *Board of supervisors: Rules and regulations: Ex officio officers, assistants: Adoption, certification, recordation and publication of ordinances, etc.* The Board of Supervisors of Los Angeles County shall be, and they are hereby designated as, and empowered to act as, ex officio the board of supervisors of said Los Angeles County Flood Control District, and said board of supervisors is hereby authorized to adopt reasonable rules and regulations to facilitate the exercise of its powers and duties herein set forth.

The county counsel, county clerk, county assessor, county tax collector, county auditor, director of personnel, and county treasurer of the County of Los Angeles, and their successors in office, and all other officers of said Los Angeles County, their assistants, deputies, clerks and employees, shall be ex officio officers, assistants, deputies, clerks and employees respectively of said Los Angeles County Flood Control District, and shall respectively perform, unless otherwise provided by said board of supervisors, the same various duties for said district as for said Los Angeles County without additional compensation in order to carry out the provisions of this act. The district shall reimburse the county for all costs and expenses incurred by reason of the performance of said duties, including the duties performed by members of the board of supervisors, for the district.

All ordinances, resolutions and other legislative acts for said district shall be adopted by said board of supervisors and certified to, recorded and published, in the same manner except as herein otherwise expressly provided, as are ordinances, resolutions or other legislative acts for the County of Los Angeles. [Amended by Stats 1939 ch 608 § 8 p 2027; Stats 1941 ch 597 § 1 p 1982; Stats 1945 ch 966 § 1 p 1864; Stats 1953 ch 856 § 1 p 2185; Stats 1968 ch 557 § 3.]

SECTION 3a. *Bond by persons included in civil service system: Schedule bond: Liability of surety: Premiums.* The board of supervisors may require any person included within the civil service system to give an official bond in an amount to be prescribed by the board. Any such person may be included with other persons in a schedule bond executed by a qualified corporate surety and inuring to the benefit of the district and of the officer under whom he holds office or employment. The liability of the surety on the schedule bond is not affected by any change of the person holding any principal office, but continues as long as any person named in the schedule bond is included therein and continues to exercise the duties of his office or employment. The premiums on official and schedule bonds required by the board are district charges. [Added by Stats 1949 ch 449 § 1 p 793].

SECTION 3.1. *Supervisors' authority to establish zones: Purpose: Expenditures: Designation of zone: Definitions.* The board of supervisors, by resolution, may from time to time establish a zone or zones within the district for the purpose of financing the acquisition of and conserving of imported or reclaimed water, or both, which acquisition the board has determined will be of special benefit to the area within any such zone. Water so acquired shall be conserved by the district in a manner beneficial to the zone. Expenditures for the purpose of conserving water so acquired may

be made from funds derived from taxes levied pursuant to Section 14 of this act but such expenditures therefrom shall not exceed an amount equal to the amounts levied within the zone under the provisions of said Section 14. Such zone shall be accurately described and shall be designated by a zone number by said resolution, and shall include all territory which will be specially benefited by the conservation of the water so acquired and conserved.

As used in Sections 3.1 to 3.6 of this act, the term "public district" shall not include metropolitan water districts, but shall include all other public districts; the term "imported water" shall mean water imported from a source which is not tributary to the ground water supply in the zone; and the term "reclaimed water" shall include water reclaimed from sewage or other wastes, but shall not include waters recaptured or re-used by the owners or producers thereof. [Added by Stats 1st Ex Sess 1950 ch 71 § 1 p 539; Amended by Stats 1951 ch 971 § 1 p 2592; Stats 1959 ch 1984 § 1 p 4590.]

SECTION 3.2. *Same: District engineer's report: Adoption of report: Hearing on establishment of zones: Notice: Contents of notice: Time for filing protests: Contents of protest: Effect of protest: Form of protests by cities and public districts: Proceedings at hearings: Determination of supervisors.* Prior to the hearing on the proposal to establish any zone, as hereinafter provided, the board of supervisors shall by resolution direct the chief engineer of the district to make and file a report with said board of supervisors which shall show:

(1) A general description of the work to be done by the district in conserving water acquired.

(2) A general description of the lands, rights of way, easements and property to be taken, acquired or injured in carrying out such work.

(3) An estimate of the cost of such work, including an estimate of the cost of lands, rights of way, easements and property proposed to be taken, acquired or injured in carrying out said work, and also of all incidental expenses and of all operating, maintenance and other costs likely to be incurred in connection therewith.

(4) The proposed boundaries of the zone. For the purposes of the notice of hearing, the proposed boundaries shall be described to include all properties which may be benefited by the proposed zone without regard to the current or proposed use of imported or reclaimed waters on said properties, other than as a result of the work proposed to be done by the district.

The report shall be considered by the board of supervisors

which may by resolution either adopt the same as filed or refer the report back to the chief engineer of the district for modification or change. When a report satisfactory to said board of supervisors has been filed with such board as aforesaid, the board by resolution shall adopt the report and shall estimate the amounts of all capital expenditures and of all operating, maintenance and other costs necessary to conserve water within the proposed zone.

Before establishing any zone under Section 3.1 of this act, the board of supervisors shall hold a public hearing upon the proposal. Notice of the hearing shall be published once a week for two consecutive weeks, the date of the second publication to be at least 30 days prior to said hearing, in a newspaper of general circulation published within the proposed zone, if there be such newspaper, and if there be no such newspaper then by posting notice of the hearing at least 40 days prior thereto in five public places, within said proposed zone, as designated by the board. Notice shall be given to all cities and to all public districts formed for the purpose of supplying water within the proposed zone by mailing a copy of the notice to the chairman of the governing bodies thereof at least 30 days prior to said hearing. Said notice shall describe the boundaries of the proposed zone, shall state whether it is proposed to acquire imported or reclaimed water or both, shall refer to the report of the chief engineer as adopted by the board, shall contain a general statement of the proposed method of conservation as described in said report, and shall set forth the amounts of all capital expenditures and of all operating, maintenance and other costs necessary to conserve water within such proposed zone as so estimated by the board. Said notice also shall contain a statement that written and oral protests against the formation of the zone or the inclusion of property therein will be considered at the time of the hearing, and that if sufficient written protests against the establishment of the zone are filed with the clerk of the board at least 15 days before the date set for the hearing, the proceeding shall be abandoned.

If sufficient written protests against the establishment of the proposed zone are filed with the clerk of the board at least 15 days prior to the date set in the notice for the hearing, the proceedings shall be abandoned as hereinafter provided.

Written protests by property owners shall give the name and address of the protestant and shall describe the taxable real property within the proposed zone assessed to such protestant. The clerk shall transmit such protests, or a list of such properties showing the protestant as to each such property, to the assessor, who shall certify to the board of supervisors whether such properties assessed to such protestants, as shown by the last equalized county assessment roll, have an assessed value in excess of 10 percent of the assessed value of all of the taxable real property within the proposed zone. If the

protest is in excess of the said 10 percent the proceedings shall be abandoned and no further proceeding relating to the creation of a zone affecting such property may be had for at least six months after the date set in the notice for the hearing.

Protests by cities and by public districts formed for the purpose of supplying water shall be in the form of certified copies of resolutions of their governing bodies. If protests are filed which have been adopted by a majority vote of the governing bodies of cities or of public districts formed for the purpose of supplying water, within which cities or public districts or both, there is taxable real property situated within the proposed zone as described in the notice of hearing, having an assessed value equal to not less than 60 percent of the assessed value of all of the taxable real property within the proposed zone as described in said notice of hearing, as shown on the last equalized assessment roll, then the proceedings shall be abandoned and no further proceedings relating to the creation of a zone affecting such property may be had for at least six months after the date set in the notice of hearing.

If the proceedings are not terminated by the protests of property owners or by the protests of cities or of public districts formed for the purpose of supplying water, as above provided, the board of supervisors may proceed with the hearing and shall consider such protests and any additional written or oral protests which may be made either against the establishment of the proposed zone or the inclusion therein of any property, or both. The hearing may be continued from time to time but not to exceed 60 days in the aggregate. Upon the conclusion of the hearing the board may abandon the proposal or may adopt a resolution establishing the zone for the purpose specified in the notice, including therein all properties within the described boundaries of the proposed zone which the board finds will be specially benefited thereby.

In determining the properties which will be specially benefited by inclusion in the proposed zone the board shall consider the availability to such properties, other than as a result of said work so proposed to be done by the district, of imported or reclaimed water and the present and contemplated use of such water thereon.

A statement regarding the zone boundaries, or any change thereof, shall be filed as provided in Chapter 8, Part 1, Division 2, Title 5, of the Government Code. [Added by Stats 1st Ex Sess 1950 ch 71 § 2 p 540; Amended by Stats 1951 ch 971 § 2 p 2592.]

SECTION 3.3. *Levy of special tax on zone established: Maximum rate: Expenditures: Contract for imported and/or reclaimed water.* Whenever any zone is established pursuant to Section 3.1 of this act, a special tax may be levied each year thereafter by the

board of supervisors upon the taxable real property within said zone to defray the cost of acquiring and conserving the water for which the zone is established. Said tax in any one fiscal year shall not exceed five cents (\$0.05) on each one hundred dollars (\$100) of assessed valuation. It shall be in addition to any other taxes provided for by this act, and shall be levied and collected at the same time and in the same manner as such other taxes. All funds collected by reason of said tax shall be expended only on behalf of the zone and only for the purpose of acquiring water or for the purpose of conserving such acquired water, including costs of planning and engineering investigations, operation and maintenance costs, costs of constructing conservation facilities, and costs of lands, rights of way, easements and property, as set forth in the notice of hearing upon the proposal to establish the zone.

Expenditures for the purpose of acquiring imported or reclaimed water, or both, as set out in Section 3.1 of this act, may be made by the district from funds derived from the special tax or taxes levied pursuant to this section upon the taxable real property within such zone established under said Section 3.1, but not from any other funds. No contract for the acquisition of imported or reclaimed water, or both, shall be entered into by the district which does not provide, that, unless sooner terminated, all obligations thereunder shall terminate at the end of any fiscal year during or at the end of which the zone within which the water is to be conserved, is terminated. [Added by Stats 1st Ex Sess 1950 ch 71 § 4 p 540; Amended by Stats 1951 ch 971 § 3 p 2595; Stats 1959 ch 1984 § 2 p 4590.]

SECTION 3.5. *Exclusion from zone: Petition for hearing: Notice: Proceedings.* Any part of the land included within an established zone may be excluded therefrom by the board of supervisors if at a hearing on the matter it determines that the exclusion would be for the best interests of the zone, or that the land would no longer be specially benefited by its continued inclusion in the zone and that the land remaining in the zone would continue to be specially benefited by remaining as a zone. The board may order such hearing on its own motion and shall do so upon a petition for exclusion being filed with the clerk of the board, signed by the owners of 10 percent in assessed value of the real property within the area described in the petition or upon receipt by the clerk of a resolution requesting exclusion, adopted by the majority vote of the governing body of any city, or of any public district formed for the purpose of supplying water, all or any part of which is included in the zone. Petitions of property owners must contain a description of the property in which each signer claims ownership, sufficient to identify the same. The clerk shall transmit such petition to the assessor who shall certify to the board of supervisors whether such

properties assessed to such petitioners, as shown on the last equalized assessment roll, have an assessed value of 10 percent or more of the assessed value of all taxable real property within the area sought to be excluded.

Notice of such hearing shall be given in the manner described in Section 3.2 and shall contain a description of the land sought to be excluded and a statement of the purpose of the hearing.

At the hearing, evidence may be presented concerning either or both of the elements to be determined by the board as a prerequisite to the exclusion of the land described. The hearing may be continued from time to time not to exceed 60 days in the aggregate. If the board so determines, it shall thereupon by resolution declare such land excluded from the zone. [Added by Stats 1951 ch 971 § 4 p 2595.]

SECTION 3.6. *Termination of zones. Order of petition for hearing.* Any zone established pursuant to Section 3.1 of this act may be terminated by the board of supervisors after a public hearing on the matter. Such hearing may be ordered upon motion of the board, and shall be ordered upon a petition for termination being filed with the clerk of the board, signed by the owners of 10 percent of the taxable real property within the zone as ascertained by reference to the last equalized county assessment roll, or upon the filing with the clerk of a resolution requesting termination adopted by a majority vote of the governing body of any city, or of any public district formed for the purpose of supplying water, all or any part of which is included within the zone. The determination of the percentage of owners of real property signing the petition for termination shall be made and certified to by the assessor in the manner described in Section 3.5.

Notice of hearing. Notice of such hearing shall be given in the manner described in Section 3.2. The notice shall contain a description of the zone, a general statement of its activities, and the purpose of the hearing.

Hearing: Resolution terminating zone. At the hearing, evidence may be presented concerning the necessity, or lack thereof, for continuing the zone. The hearing may be continued from time to time not to exceed 60 days in the aggregate. If the board determines that such necessity no longer exists, or that the public interest otherwise requires the termination of the zone, or that the real property is no longer benefited, the board shall thereupon by resolution declare the zone terminated for all purposes except those necessary to finance outstanding contracts. When such contracts have been satisfied the zone will terminate for all purposes, effective at the close of the then current fiscal year.

Termination without hearing. Such a zone shall terminate without hearing at the end of the third or fourth fiscal year during which taxes were, or could have been, levied for zone purposes if certified copies of resolutions requesting such termination are filed with the board of supervisors, as hereinafter provided, on or before 60 days prior to the date of the requested termination. Such resolutions shall be sufficient if adopted by a majority vote of the governing bodies of cities or of public districts formed for the purpose of supplying water within which cities or public districts or both, there is taxable real property situated within the zone having an assessed value equal to not less than 35 percent of the assessed value of all of the taxable real property within the zone, as shown by the equalized assessment roll of such fiscal year.

Same: Protests against termination. If not sooner terminated, such zone shall terminate without hearing at the end of the fifth fiscal year during which taxes were, or could have been, levied for zone purposes. A new zone, comprising or including all or any part of an original zone which has been terminated pursuant to the provisions of this section, shall not be established if protests are filed with the clerk of the board, at least fifteen (15) days prior to the date set for hearing thereon, which protests have been adopted by a majority vote of the governing bodies of cities or of public districts formed for the purpose of supplying water, within which cities or public districts or both, there is taxable real property situated within the proposed zone as described in the notice of hearing, having an assessed value equal to not less than 35 percent of the assessed value of all of the taxable real property within the proposed zone as described in said notice of hearing, as shown on the last equalized assessment roll. Such a new zone may be established during the life of the original zone, or subsequent re-established zone, to be operative at the beginning of the fiscal year following the fiscal year during which the previous zone terminates. Procedures as described in Section 3.3 for levying and collecting taxes for such a new zone may be followed irrespective of the existence of a previous zone.

Disposition of funds. Any remaining funds of a terminated zone shall be added to the general funds of the district and shall be expended by the district for water conservation in a manner beneficial to the area within the terminated zone in addition to that normally performed; provided, that water conservation as herein used shall be deemed to mean and include both acquisition and conservation of waters and such remaining funds may be expended for the purpose of acquiring waters or for the purpose of conserving such waters for the benefit of such area. [Added by Stats 1951 ch 971 § 5 p 2596; Amended by Stats 1957 ch 829 § 1 p 2049, effective June 6, 1957; Stats 1959 ch 1984 § 3 p 4591.]

SECTION 4. *Formulation of control plan*

Contents of report. Said board of supervisors :
and power, and it shall be their duty to employ a
competent engineer or engineers to investigate carefully the best
plan to control the flood and storm and other waste waters of said
district, and to conserve such waters for beneficial and useful
purposes by spreading, storing, retaining or causing to percolate into
the soil within said district, and to save or conserve in any manner,
any or all of such waters, and to protect the harbors, waterways,
public highways and property in said district from damage from such
waters; and to obtain such other information in regard thereto as
may be deemed necessary or useful for carrying out the purposes of
this act, and such resolution shall direct such engineer or engineers
to make and file a report with said board of supervisors which shall
show:

1. A general description of the work to be done.
2. General plans, profiles, cross sections and general specifications of the work to be done.
3. A general description of the lands, rights of way, easements and property proposed to be taken, acquired or injured in carrying out said work.
4. A map which shall show the location of the proposed work and improvements, and lands, rights of way, easements and property to be taken, acquired or injured in carrying out said work, and any other information in regard to same that may be deemed necessary or useful.
5. An estimate of the cost of such work, including an estimate of the cost of lands, rights of way, easements and property proposed to be taken, acquired or injured in carrying out said work, and also of all incidental expenses likely to be incurred in connection therewith, including legal, clerical, engineering, superintendence, inspection, printing and advertising, and stating the total amount of bonds necessary to be issued to pay for the same. [Amended by Stats 1931 ch 797 § 3 p 1659; Stats 1939 ch 608 § 9 p 2028.]

SECTION 5. *Adoption by resolution.* After the report of the engineer or engineers provided for in the next preceding section has been filed with the said board of supervisors, said board shall consider the same, and may by resolution either adopt the same as filed, or may refer such report to such engineer or engineers, or to any other engineer or engineers, to be modified or changed, and when a report satisfactory to said board of supervisors has been filed with said board by any such engineer or engineers employed as aforesaid, the said board shall by resolution adopt said report, and

state the amount of the entire estimated cost for which bonds are to be voted, and a finding in said resolution adopted by said board of supervisors as to the sufficiency of said report, and that the same complies with all the requirements of this act in relation thereto, shall be final and conclusive against all persons except the State of California upon suit commenced by the attorney general.

SECTION 6. *Special election.* After the adoption of the report by said board of supervisors, as above provided, said board shall without delay call a special election and submit to the qualified electors of said district the proposition of incurring a bonded debt in the amount and for the purposes stated in said report.

Said board of supervisors shall call such special election by ordinance, and shall recite therein the objects and purposes for which the indebtedness is proposed to be incurred; provided, that it shall be sufficient to give a brief general description of such objects and purposes, and refer to the report adopted by said board of supervisors, and on file for particulars; and said ordinance shall also state the estimated cost of the proposed work and improvements, the amount of the principal of the indebtedness to be incurred therefor, and what part of such indebtedness shall be paid each and every year, and which shall not be less than one-fortieth of the whole amount of such indebtedness, and the rate of interest to be paid on such indebtedness, and shall fix the date on which such special election shall be held, the manner of holding the same, and the manner of voting for or against incurring such indebtedness. The rate of interest to be paid on such indebtedness shall not exceed 8 per centum per annum.

For the purposes of said election, said board of supervisors shall in said ordinance establish election precincts within the boundaries of the said district, and may form election precincts by consolidating the precincts established for general election purposes in said district to a number not exceeding six for each such bond election precinct, and shall designate a polling place and shall appoint election boards, the composition of which shall correspond with the boards appointed in general elections in Los Angeles County. Any election called pursuant to this section may be consolidated with any other election, pursuant to the provisions of Chapter 4, of Part 2, of Division 11 of the Elections Code if the ordinance calling the election authorizes the consolidation. If the election called pursuant to this section is consolidated with any election, the notice thereof need not set forth the precincts, place, or places of holding the election, or the names of the officers appointed to conduct the election, but may instead state that the precincts, place, or places of holding the election, and officers appointed to conduct the election shall be the same as those provided for such other election within

the territory affected by the consolidation and set forth in the ordinance, order, resolution, or notice calling, providing for, or giving notice of such other election and except where consolidation is with a state primary or a state general election, reference shall be made to such ordinance, resolution or notice, by number and title, or date of adoption, or by date or proposed date of publication and the name of the newspaper in which the publication has been or will be made, or by any other definite description.

In all particulars not recited in such ordinance, such election shall be held as nearly as practicable in conformity with the general election laws of the State.

Said board of supervisors shall cause so much of said report as covers a general description of the work to be done, and the map showing the location of the proposed work and improvements, to be printed at least 30 days before the date fixed for such election, and a copy thereof furnished to every qualified elector of said district who shall apply for the same.

Said ordinance calling such election shall, prior to the date set for such election, be published pursuant to Section 6062 of the Government Code in a newspaper of general circulation, printed and published in said district and designated by said board of supervisors for said purpose. No other notice of such election need be given.

Any defect or irregularity in the proceedings prior to the calling of such election shall not affect the validity of the bonds.

If at such election a majority of the votes cast are in favor of incurring such bonded indebtedness, then bonds of said district for the amount stated in such proceedings shall be issued and sold as in this act provided. [Amended by Stats 1927 ch 158 § 6 p 301; Stats 1953 ch 856 § 1.5 p 2186; Stats 1957 ch 357 § 228 p 1078; Stats 1971 ch 209 § 1; Stats 1975 ch 360 § 1.]

SECTION 7. Bonds: Prescribing form: Payment: Denominations: Interest: Signatures. The said board of supervisors shall, subject to the provisions of this act, prescribe by ordinance the form of said bonds, and of the interest coupons attached thereto. As to any bond issue authorized pursuant to this act prior to January 1, 1970, the bonds shall be payable substantially in the following manner: A part to be determined by said board, and which shall not be less than one-fortieth part of the whole amount of such indebtedness, shall be payable each and every year on a day and date, and at a place to be fixed by said board, and designate in such bonds, together with the interest on all sums unpaid on such date until the whole of said indebtedness shall have been paid.

As to any bond issue authorized pursuant to this act following January 1, 1970, the board may divide the principal amount of any issue into two or more series and fix different dates for the bonds of each series. The bonds of one series may be made payable at different times from those of any other series; provided, that the earliest maturity of each issue or series, as the case may be shall not be more than two years from the date of the bonds of said issue or series. The final maturity date of any bond shall not exceed 40 years from the date of the bond. Every year beginning with the date of the earliest maturity of each issue or series of bonds, as the case may be, not less than one-fortieth of the whole of the indebtedness evidenced by such issue or such series shall be payable.

The bonds shall be issued in such denominations as the said board of supervisors may determine and shall be payable on the day and at the place fixed in said bonds, and with interest at the rate specified in such bonds, which rate shall not be in excess of 8 per centum per annum, and shall be payable semiannually, and said bonds shall be signed by the chairman of the board of supervisors, and countersigned by the auditor of said Los Angeles County, and the seal of said district shall be affixed thereto. Such signatures and countersignatures may be printed, lithographed, engraved, or otherwise mechanically reproduced, except that one of said signatures or countersignatures to said bonds shall be manually affixed. Any such signature may be affixed in accordance with the provisions of the Uniform Facsimile Signatures of Public Officials Act, Chapter 6 (commencing with Section 5500) of Title 1 of the Government Code. The interest coupons of said bonds shall be numbered consecutively and signed by the auditor of said Los Angeles County by his engraved or lithographed signature. In case any such officer whose signatures or countersignatures appear on the bonds or coupons shall cease to be such officer before the delivery of such bonds to the purchaser, such signature or countersignature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until the delivery of the bonds. [Amended by Stats 1953 ch 91 § 1 p 812; Stats 1957 ch 1150 § 10 p 2443; Stats 1959 ch 1061 § 8 p 3109; Stats 1963 ch 736 § 16 p 1753; Stats 1969 ch 450 § 1; Stats 1971 ch 209 § 2; Stats 1975 ch 360 § 2.]

SECTION 7.1 *Call and redemption of bonds before maturity: resolution: statement on bond.* As to any bond issue authorized pursuant to this act following January 1, 1970, in the resolution providing for the issuance of the bonds, the board may provide for the call and redemption of all or any part of the bonds on any interest payment date prior to their fixed maturity, at their par value plus a specified premium, if any, and accrued interest. The bonds to be called for redemption prior to maturity shall be selected in

such manner as the board may provide in said resolution. If a bond is subject to call and redemption a statement to that effect shall be set forth on the face of the bond. [Added by Stats 1969 ch 450 § 2.]

SECTION 7.2 *Same: notice of redemption.* As to any bond issue authorized pursuant to this act following January 1, 1970, notice of redemption shall be published at such time and in such manner as the board may provide in the resolution providing for the issuance of the bonds. [Added by Stats 1969 ch 450 § 3.]

SECTION 7.3 *Same: cessation of interest.* As to any bond issue authorized pursuant to this act following January 1, 1970, if funds are made available for the payment of the principal, interest, and premium on the bonds called, the interest on the bonds shall cease after the date fixed for redemption. [Added by Stats 1969 ch 450 § 4.]

SECTION 7.4 *Issuance of refunding bonds.* As to any bond issue authorized pursuant to this act following January 1, 1970, the board may authorize by resolution the issuance of refunding bonds in a principal amount sufficient to provide funds for the payment of all bonds to be refunded thereby, and in addition for the payment of all expenses incident to the calling, retiring or paying of such outstanding bonds and the issuance of such refunding bonds. These expenses include any amount necessary to be made available for the payment of interest upon such refunding bonds from the date upon which the bonds to be refunded will be paid pursuant to the call thereof or agreement with the holders thereof, and the premium, if any, necessary to be paid in order to call or retire the outstanding bonds and the interest accruing thereon to the date of recall or retirement. [Added by Stats 1969 ch 450 § 5.]

SECTION 8. *Sale of bonds.* The said board of supervisors may issue and sell the bonds of such district authorized as hereinbefore provided at not less than par value, and the proceeds of the sale of such bonds shall be placed in the treasury of the county of Los Angeles to the credit of said district, and the proper record of such transactions shall be placed upon the books of said county treasury, and said district fund shall be applied exclusively to the purposes and objects mentioned in the ordinance calling such special bond election as aforesaid, subject to the provisions in this act contained. Payments from said district fund shall be made upon demands prepared, presented, allowed and audited in the same manner as demands upon the funds of the county of Los Angeles.

SECTION 9. *Bonds lien on property.* Any bonds issued under the provisions of this act shall be a lien upon the property of the district, and the lien for the bonds of any issue shall be a preferred lien to that of any subsequent issue. Said bonds and the interest

thereon shall be paid by revenue derived from an annual tax upon the real property within said district, and all the real property in the district shall be and remain liable to be taxed for such payments as hereinafter provided.

SECTION 10. *Tax levy.* The board of supervisors shall levy a tax each year upon the taxable real property in such district sufficient to pay the interest on said bonds as it becomes due, and such portion of the principal thereof as is to become due before the proceeds from the next general tax levy are available. Such tax shall be levied and collected on said real property at the same time and in the same manner as the general tax levy for county purposes, and when collected shall be paid into the county treasury of said Los Angeles County to the credit of said district fund, and will be available and shall be used for the payment of the principal and interest on said bonds, and for no other purpose. The principal and interest on said bonds shall be paid by the county treasurer of said Los Angeles County in the manner provided by law for the payment of principal and interest on bonds of said county. [Amended by Stats 1953 ch 856 § 2 p 2187.]

SECTION 11. *Political Code tax levy provisions adopted.* The provisions of the Political Code of this state, prescribing the manner of levying, assessing, equalizing and collecting of taxes, including the sale of property for delinquency, and the redemption from such sale, and the duties of the several county officers with respect thereto, are, so far as they are applicable, and not in conflict with the specific provisions of this act, hereby adopted and made a part hereof. Such officers shall be liable upon their several official bonds for the faithful discharge of the duties imposed upon them by this act.

SECTION 12. *Bonds legal investments for trust funds, etc.* The bonds of said Los Angeles Flood Control District issued pursuant to this act, shall be legal investments for all trust funds, and for the funds of all insurance companies, banks, both commercial and savings, and trust companies, and for the state school funds, and whenever any money or funds may by law now or hereafter enacted be invested in bonds of cities, cities and counties, counties, school districts or municipalities in the State of California, such money or funds may be invested in the said bonds of said district issued in accordance with the provisions of this act, and whenever bonds of cities, cities and counties, counties, school districts or municipalities, may by any law now or hereafter enacted be used as security for the performance of any act, such bonds of said district may be so used.

This section of this act is intended to be and shall be considered the latest enactment of the matters herein contained, and any and all

acts or parts of any acts in conflict with the provisions hereof are hereby repealed.

SECTION 13. *Value of bonds.* All bonds issued by said district under the provisions of this act are hereby given the same force, value and use as bonds issued by any municipality in this state, and shall be free and exempt from all taxation within the State of California.

SECTION 13¼. *Acceptance of transfer of storm drain improvements and drainage system: Control and jurisdiction.* [Repealed by Stats 1972 ch 732 § 1.]

SECTION 13½. *Authority to accept improvements transferred: Classes of improvements: Bond liability: Special Tax for payment of bonds: Transfer by city: Special tax for expenses of operation, etc.* [Repealed by Stats 1972 ch 732 § 2.]

SECTION 13¾. *Acceptance of transfer of storm drain improvements and drainage improvements: Control and jurisdiction: Transfer by city or county: Tax levy for operation, maintenance, repair.* The Board of Supervisors of the Los Angeles County Flood Control District shall have power to accept on behalf of said district a transfer and conveyance of storm drain improvements and drainage systems lying within or without the territorial limits of said district, provided that such improvements or systems benefit property within the territorial limits of the district, whenever the governing body of any public agency owning or exercising jurisdiction over such storm drain and drainage improvements, by resolution describing them, requests the said Los Angeles County Flood Control District to accept the same or when the owner of such storm drain improvement or drainage system tenders a conveyance thereof. Upon such acceptance, the Board of Supervisors of said district shall thereupon assume sole control and jurisdiction over such storm drain and drainage systems and shall thereafter provide for the operation, maintenance, repair and improvement thereof, except that such flood control district shall not assume or be liable for any bonded indebtedness that may be against the said storm drain or drainage systems. Any city or county within whose limits any storm drain or drainage system has been constructed, and which storm drain or drainage system also lies within the territorial limits of said Los Angeles County Flood Control District, may, by a four-fifths vote of the legislative body of such city or county, transfer and convey to said flood control district any such storm drain or drainage systems for future operation, maintenance, repair and improvement, and upon acceptance of any storm drain improvement under this section the board of supervisors of said flood control district shall have power, and it shall be its duty, to

levy a special tax each year upon the taxable real property in said district sufficient to pay the cost and expenses of operating, maintaining, repairing and improving such storm drain and drainage systems so transferred and accepted, excepting only the payment of interest and principal on any outstanding bonds for which the said district shall not be liable. Said special tax shall likewise be levied, collected, and expended to pay the cost and expenses of operating, maintaining, repairing, and improving all storm drain improvements or drainage systems, or both, constructed by said district with bond funds authorized at any bond election held under the authority of this act. Said tax shall be levied and collected at the same time and in the same manner as the general tax for county purposes, and the revenue derived from said tax shall be paid into the county treasury to the credit of said flood control district and said board of supervisors shall have the power to control and order the expenditure thereof for said purposes. Taxes levied under authority of this section shall be separate and distinct from, and shall be in addition to the taxes authorized to be levied under Section 14 of this act. [Added by Stats 1943 ch 743 § 1 p 2505; Stats 1945 ch 457 § 1 p 955; Stats 1951 ch 1251 § 1.5 p 3106; Stats 1953 ch 856 § 2.5 p 2187; Stats 1955 ch 573 § 1 p 1071; Stats 1957 ch 829 § 2 p 2050, effective June 6, 1957; Amended by Stats 1972 ch 732 § 3.]

SECTION 14. *Tax levy for maintenance.* The board of supervisors of said district shall have power, in any year, to levy a tax upon the taxable real property in said district, to carry out any of the objects or purposes of this act, and to pay the cost and expenses of maintaining, operating, extending and repairing any work or improvements of said district for the ensuing fiscal year, and said tax shall be levied and collected at the same time and in the same manner as the general tax levy for county purposes, and the revenue derived from said tax shall be paid into the county treasury to the credit of said district, and said board of supervisors shall have the power to control and order the expenditure thereof for said purposes; provided, however, that such tax levied under this section for any one fiscal year shall not exceed fifteen cents (\$0.15) on each one hundred dollars (\$100) of the assessed valuation of the real property in said district, exclusive of any tax levied to meet the bonded indebtedness of said district, and the interest thereon. [Amended by Stats 4th Ex Sess 1944 ch 39 § 1 p 162.]

SECTION 14½. *Claims against district.* Claims for money or damages against the district are governed by Part 3 (commencing with Section 900) and Part 4 (commencing with Section 940) of Division 3.6 of Title 1 of the Government Code, except as provided

therein. Claims not governed thereby or by other statutes or by ordinances or regulations authorized by law and expressly applicable to such claims shall be prepared and presented to the governing body, and all claims shall be audited and paid, in the same manner and with the same effect as are similar claims against the county. [Added by Stats 1959 ch 1728 § 16 p 4163; Amended by Stats 1963 ch 1715 § 109 p 3413.]

SECTION 15. *Letting contracts: Procedure: Improvements in, etc., highways: Approval of plans and specifications.* All contracts for any improvement or unit of work, except as hereinafter provided, estimated to cost in excess of twenty-five thousand dollars (\$25,000), shall be let to the lowest responsible bidder in the manner hereinafter provided. The said board of supervisors of said district shall advertise by five or more insertions in a daily newspaper of general circulation, or by two or more insertions in a weekly newspaper of general circulation, printed and published in said district, inviting sealed proposals for the construction of the improvement or work. The said board shall require the successful bidder or bidders to file with the board good and sufficient bonds, to be approved by the board, conditioned upon the faithful performance of the contract and upon the payment of all claims for labor and material in connection therewith, such bonds to contain the terms and conditions set forth in Chapter 7 (commencing with Section 3247) of Title 15 of Part 4 of Division 3 of the Civil Code and to be subject to the provisions of that chapter, and shall also have the right to reject any and all bids not suitable to the best interests of the district. In the event all proposals are rejected or no proposals are received pursuant to advertisement therefor, or the estimated cost of such work does not exceed the sum of ten thousand dollars (\$10,000), or the work consists of channel protection, dam protection, temporary work, maintenance work, or of emergency work when necessary in order to protect life and property from impending flood damage, the board of supervisors may, without advertising for bids therefor, have said work done by force account. Emergency work, found by the board of supervisors to be necessary in order to protect life and property from impending flood damage, may also be done by negotiated contract without advertising for bids therefor.

It shall be the duty of the purchasing agent of Los Angeles County, and ex officio the purchasing agent of the Los Angeles County Flood Control District, unless otherwise ordered by the board of supervisors, to purchase for the district all materials, supplies, equipment and other personal property necessary to carry out the purposes of this act, except emergency purchases, and to engage independent contractors to perform sundry services for the

district, where the aggregate cost of such work, exclusive of materials to be furnished by the district, does not exceed twenty-five thousand dollars (\$25,000). Said purchasing agent shall make all such purchases and contracts upon proper requisition therefor, signed by the chief engineer of the district.

Any improvement for which bonds are voted under the provisions of this act shall be made in conformity with the report, plans, specifications and map theretofore adopted, as above specified, unless the doing of any such work described in said report shall be prohibited by law, or be rendered contrary to the best interests of said district by some change of conditions in relation thereto, in which event said board of supervisors may, by vote of four-fifths of all the members thereof, order necessary changes made in such proposed work or improvements, and may cause new plans and specifications to be made and adopted therefor.

Any work or improvement provided for in this act may be located, constructed and maintained in, along or across any public road or highway in the County of Los Angeles, in such manner as to afford security for life and property, but the said board of supervisors of said district shall restore or cause to be restored such road or highway to its former state as near as may be, so as not to impair its usefulness.

The plans and specifications for any work proposed to be done, or improvements to be made, under this act, in any municipality in said district shall first be approved by the legislative body of such municipality before the commencement of such work or improvements, and before any contract shall be let therefor; provided, that in the event such legislative body shall refuse or neglect to approve the said plans and specifications for such work or improvement within 30 days after being requested by said board of supervisors so to do, then said board of supervisors shall omit the doing of such work or making of such improvements within such municipality, and such omission shall not affect the validity of its proceedings under this act, and the funds which were to be expended for such proposed work or improvement in said municipality may be expended elsewhere by said board of supervisors for carrying out the purposes of this act. [Amended by Stats 1927 ch 586 § 1 p 1016; Stats 1931 ch 284 § 1 p 690; Stats 1945 ch 1118 § 1 p 2126; Stats 1951 ch 1251 § 2 p 3107; Stats 1957 ch 1106 § 1 p 2409; Stats 1965 ch 1982 § 1 p 4507; Stats 1972 ch 141 § 1; Stats 1976 ch 859 § 1.]

SECTION 15a. *Insertion of provisions prescribed as condition for federal aid.* The governing body of said district shall have full authority to cause to be inserted in specifications and contracts for

any flood control work financed or paid for in whole or in part out of moneys obtained from the United States of America or any department or agency thereof as a loan, grant or appropriation, such provisions or terms as may be prescribed by the United States of America or such department or agency as a condition upon which such Federal funds are loaned, granted or appropriated. [Added by Stats 1935 ch 285 § 1 p 1003, effective June 7, 1935.]

SECTION 15b. *Covering or crossing facilities.* The governing body of said district may, upon receiving request therefor, cause to be designed and inserted in the specifications and contract for any flood control channel or storm drain, as to any portion thereof, planned to be constructed under this act as an open channel, provision for the construction in conjunction therewith of facilities for the covering or crossing over of any such portion, or a part of such portion if, in the judgment of said governing body, such crossing or covering will not impair the usefulness of said flood control channel or storm drain and will not be otherwise adverse to the best interests of said district; provided, however, that as to any such requested covering or crossing facilities the costs of design and construction are to be fully borne by the requesting party or parties.

The governing body of the district may expend funds of the district for the construction of facilities for the covering or crossing over of any portion of existing flood control channels or storm drains of the district whenever it determines such expenditures to be in the best interests of the district. The district may also expend for such purpose any funds provided it by any local agency within the district for the construction of facilities for the covering or crossing over of any portion of existing flood control channels or storm drains of the district. [Added by Stats 1961 ch 343 § 1 p 1383; Amended by Stats 1971 ch 204 § 1.]

SECTION 16. *Powers of board generally: Right of eminent domain.* The said board of supervisors of said district shall have power to make and enforce all needful rules and regulations for the administration and government of said district, and to perform all other acts necessary or proper to accomplish the purposes of this act.

Said board of supervisors shall have power to do all work and to construct and acquire all improvements necessary or useful for carrying out any of the purposes of this act; and said board of supervisors shall have power to acquire either within or without the boundaries of said district, by purchase, donation or by other lawful means in the name of said district, from private

persons, corporations, reclamation districts, swamp land districts, levee districts, protection districts, drainage districts, irrigation districts, or other public corporations or agencies or districts, all lands, rights of way, easements, property or materials necessary or useful for carrying out any of the purposes of this act; to make contracts to indemnify or compensate any owner of land or other property for any injury or damage necessarily caused by the exercise of the powers conferred by this act, or arising out of the use, taking or damage of any property, rights of way or easements, for any of such purposes; to compensate any reclamation district, protection district, drainage district, irrigation district or other district, public corporation or agency or district, for any right of way, easement or property taken over or acquired by said Los Angeles County Flood Control District as a part of its work of flood control or conservation or protection provided for in this act, and any such reclamation district, protection district, drainage district, irrigation district or other district or public corporation or agency is hereby given power and authority to distribute such compensation in any manner that may be now or hereafter allowed by law; to maintain actions to restrain the doing of any act or thing that may be injurious to carrying out any of the purposes of this act by said district, or that may interfere with the successful execution of said work, or for damages for injury thereto; to do any and all things necessary or incident to the powers hereby granted, or to carry out any of the objects and purposes of this act; to require, by appropriate legal proceedings, the owner or owners of any bridge, trestle, wire line, viaduct, embankment or other structure which shall be intersected, traversed or crossed by any channel, ditch, bed of any stream, waterway, conduit or canal, so to construct or alter the same as to offer a minimum of obstruction to the free flow of water through or along any such channel, ditch, bed of any stream, waterway, conduit or canal, and whenever necessary in the case of existing works or structures, to require the removal or alteration thereof for such purpose; provided, however, that nothing in this act contained shall be deemed to authorize said district in exercising any of its powers to take, damage or destroy any property or to require the removal, relocation, alteration or destruction of any bridge, railroad, wire line, pipeline, facility or other structure unless just compensation therefor be first made, in the manner and to the extent required by the Constitution of the United States and the Constitution of California.

The board of supervisors of said district is hereby vested with full power to do all other acts or things necessary or useful for the promotion of the work of the control of the flood and storm waters of said district, and to conserve such waters for beneficial and useful purposes, and to protect from damage from such storm or flood

waters the harbors, waterways, public highways and property in said district; provided, however, that nothing in this act contained shall be deemed to authorize said district, or any person or persons, to divert the waters of any river, creek, stream, irrigation system, canal or ditch, from its channel, to the detriment of any person or persons having any interest in such river, creek, stream, irrigation system, canal or ditch, or the waters thereof or therein, unless previous compensation be first ascertained and paid therefor, under the laws of this State authorizing the taking of private property for public uses; and provided further, that nothing in this act contained shall be construed as in any way affecting the plenary power of any incorporated city, city and county, or town, or municipal or county water district, to provide for a water supply of such public corporation, or as affecting the absolute control of any properties of such public corporations necessary for such water supply, and nothing herein contained shall be construed as vesting any power of control over such properties in said Los Angeles County Flood Control District, or in any officer thereof, or in any person referred to in this act; and provided further, that nothing in this act contained shall be deemed to authorize said board of supervisors to raise money for said district by any method or system other than that by the issuing of bonds, or the levying of a tax upon the assessed value of all the real property in said district in the manner in this act provided, except from the sale and lease of its property as herein provided. [Amended by Stats 1939 ch 608 § 10 p 2028; Stats 1953 ch 1139 § 1 p 2635; Stats 1975 ch 1276 § 6.]

---SECTION 16a. *Revolving fund: Authority to establish: Manner of establishment.* The board of supervisors of the district may establish a revolving fund for the use of any official of the district by adopting a resolution setting forth: (a) the necessity for the fund, (b) the office, department or service for which the fund is available, and (c) the amount of the fund, which shall not exceed five thousand dollars (\$5,000). Certified copies of the resolution shall be transmitted to the county auditor and county treasurer. [Added by Stats 1949 ch 449 § 2 p 793; Amended by Stats 1970 ch 171 § 1; Stats 1976 ch 12 § 1.]

SECTION 16b. *Same: Bond by officer for whose use fund created: Conditions of bond: Warrant for fund: Drawing and payment.* Before any money is withdrawn from the county treasury to be placed in the revolving fund, the officer for whose use the fund is created shall file with the clerk of the board of supervisors a bond executed by himself as principal and by an admitted surety insurer, in an amount equal to that of the revolving fund. The bond shall be conditioned upon the faithful administration of the fund and upon the willingness and ability of the principal to account for and pay

over the fund upon demand of the board of supervisors at any time. Upon the filing of the required bond the auditor shall draw his warrant in favor of the officer for whose benefit the revolving fund is created and the treasurer shall pay the warrant. [Added by Stats 1949 ch 449 § 3 p 793.]

SECTION 16c. *Same: Use of funds: Receipts.* The officer may be authorized to use the fund for making change, when necessary in carrying on his official work. He shall not be authorized to expend any portion of the revolving fund except for services or material which are a legal charge against the district. Any expenditure in excess of one dollar (\$1) shall not be made unless a receipt is obtained, setting forth the date, purpose of the expenditure, and the amount expended. [Added by Stats 1949 ch 449 § 4 p 794.]

SECTION 16d. *Same: Reimbursement of fund: Account of fund.* Demand shall be made upon the district for reimbursement of the fund in the same manner that other demands are made and shall be supported by receipts. All sums received in satisfaction of the demands shall be returned to the revolving fund. Upon demand of the auditor or the board of supervisors the officer entrusted with the fund shall give an account of the fund. [Added by Stats 1949 ch 449 § 5 p 794.]

SECTION 16e. *Same: Reduction or discontinuance of fund: Reimbursement of officer for expenditures from fund.* The said board of supervisors may at any time reduce or discontinue the revolving fund established by its order. If the revolving fund is ordered reduced, the officer using it shall immediately return to the county treasurer the amount necessary to reduce the fund as ordered by the board. If the fund is discontinued the officer shall immediately refund it to the county treasurer. A reasonable time shall be allowed the officer to reimburse himself by demand on the district for expenditures legally made from the fund. [Added by Stats 1949 ch 449 § 6 p 794.]

SECTION 16½. *Eminent domain: Power to take property interest deemed necessary: Resolution as evidence: Condemnation of property adjacent to property devoted to public use.* [Repealed by Stats 1975 ch 1276 § 7.]

SECTION 16⅝. *Same: Where part of parcel needed, and remainder will be damaged.* [Repealed by Stats 1975 ch 1276 § 8.]

SECTION 16¾. *Taking or removal of part of house or other structure.* [Repealed by Stats 1975 ch 1276 § 9.]

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engineers, officers, boards, commissions, departments or agencies, or with the government of the United States, or any of its engineers, officers, boards, commissions, departments or agencies, or with any public or private corporation, in the construction, operation and maintenance of any work for the controlling of flood or storm waters of said district, or for the protection of property, or any of the harbors, channels, waterways, roads or highways in said district, or for the purpose of conserving said waters or waters imported from without the district or waters reclaimed from sewage or other wastes when such imported or reclaimed waters are furnished without cost to the district, including, but not limited to, surface and subsurface storage, for beneficial use and to adopt a definite plan or system of work for such purpose, and when so adopted no substantial change affecting their interest shall thereafter be made in the same without the express consent of the officer, board, commission, department or agency of the State or Federal Government, or public or private corporation, in conjunction with which the same was originally adopted. Expenditures for the purpose of conserving such imported or reclaimed waters may be made from funds derived from taxes levied pursuant to Section 14 of this act but such expenditures therefrom shall not exceed an amount equal to the amounts levied under the provisions of said Section 14 within the area specially benefited by the conservation of such imported or reclaimed waters.

Said board of supervisors of said district shall have full power and authority to contract with any municipality, irrigation district, or metropolitan water district, for the construction by such municipality, irrigation district, or metropolitan water district, at its own expense under plans approved by said flood control district, of works for the enlargement and increase of storage capacity of any reservoir, work, or structure used or to be used for the controlling and conservation of flood or storm waters of said flood control district, and to authorize by contract, or otherwise, the use by any such municipality, irrigation district or metropolitan water district of said enlarged and increased storage capacity or space thereby created, of such reservoir, work, or structure in excess of that now designed and approved for controlling and conserving the flood or storm waters, of said Los Angeles County Flood Control District, and for the storage and release of waters coming entirely from points outside of said flood control district; provided, however, such use of such enlarged and increased space or storage capacity shall at all times be subject to the use and control of said Los Angeles County

Flood Control District for the controlling or conservation of such flood or storm waters by the said flood control district. [Amended by Stats 1927 ch 586 § 2 p 1017; Stats 1929 ch 777 § 2 p 1549; Stats 1951 ch 1002 § 1 p 2636.]

SECTION 17a. *Right of way over State lands.* There is hereby granted to Los Angeles County Flood Control District the right of way for the location, construction and maintenance of flood control channels, ditches, waterways, conduits, canals, jetties, embankments, and protective works in, over and across public lands of the State of California, not otherwise disposed of or in use, not in any case exceeding in length or width that which is necessary for the construction of such works and adjuncts for the protection thereof. Whenever any selection of a right of way for such works or adjuncts thereto is made by the district the board of supervisors thereof must transmit to the Surveyor General, the Controller of the State, and the recorder of the county in which the selected lands are situated, a plat of the lands so selected, giving the extent thereof and the uses for which the same is claimed or desired, duly verified to be correct. If the Surveyor General shall approve the selections so made he shall endorse his approval upon the plat and issue to the district a permit to use such right of way and lands. [Added by Stats 1933 ch 574 § 1 p 1493.]

SECTION 18. *Issuance of additional bonds.* Whenever said board of supervisors shall by resolution duly passed by vote of four-fifths of all its members determine that the public interest or necessity of said district demands the issuance by said district of additional bonds for carrying out the work of flood control, water conservation or for any of the purposes of this act, said board of supervisors may again proceed as in this act provided, and have a report made and filed as provided for in Section 4 of this act, and may then submit to the qualified voters of said district the question of issuing additional bonds in the same manner and with like procedure as hereinbefore provided, and all the above provisions of this act for the issuing and sale of such bonds and for the expenditure of the proceeds thereof shall be deemed to apply to such issue of additional bonds. [Amended by Stats 1925 ch 448 p 973.]

SECTION 19. *Power of board of supervisors where proposition fails to carry.* Should the proposition of issuing bonds submitted at any election under this act fail to receive the requisite number of votes of the qualified voters voting at such election to incur the indebtedness for the purpose specified, the said board of supervisors of said district shall have power and authority at the expiration of six months after such election, to call or order another election for

incurring indebtedness and issuing bonds under the terms of this act, either for the same objects and purposes, or for any of the objects and purposes of this act.

SECTION 20. *Repeal of act not to affect bonds.* No repeal or amendment of this act which shall in any way affect or release any of the property in said district from the obligations of any outstanding bonds or indebtedness of said district, shall go into effect or be valid or become operative until all such bonds and outstanding indebtedness have been fully paid and discharged.

SECTION 21. *Construction of act.* This act, and every part thereof, shall be liberally construed to promote the objects thereof, and to carry out its intents and purposes.

SECTION 22. *Constitutionality.* In case any section or sections, or part of any section, of this act, shall be found to be unconstitutional or invalid, for any reason, the remainder of the act shall not thereby be invalidated, but shall remain in full force and effect.

SECTION 23. *Title.* This act may be designated and referred to as the "Los Angeles County Flood Control Act," and any reference thereto by such designation shall be deemed sufficient for all purposes.

OPERATING AGREEMENT

THIS OPERATING AGREEMENT, made and entered into this 26th day of December, 1984 by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, hereinafter referred to as "DISTRICT" and the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY."

WITNESSETH

WHEREAS, DISTRICT was created by the California Legislature by the Los Angeles County Flood Control Act, Chapter 755, Statutes of 1915; and

WHEREAS, the Act was created to provide for and perform certain therein specified functions, and to achieve certain therein specified objectives; and

WHEREAS, DISTRICT, under Section 2 of said Act, is declared to be a body corporate and politic empowered, among other things, to make contracts and to do all acts necessary for the full exercise of all powers vested in DISTRICT, or any of the officers thereof, by the Act; and

WHEREAS, under Section 3 of said Act, the Board of Supervisors of COUNTY is designated as, and empowered to act as, ex-officio the Board of Supervisors of DISTRICT; and,

WHEREAS, DISTRICT has a present and continued need for labor, services, equipment and supplies to carry out the present and ongoing functions of the DISTRICT, as set forth in the Act; and

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WHEREAS, COUNTY has the capability to provide the necessary labor, services, equipment and supplies to carry out the present and ongoing functions of the DISTRICT; and

WHEREAS, DISTRICT and COUNTY will mutually benefit by use of said COUNTY labor, services, equipment and supplies by DISTRICT; and

WHEREAS, DISTRICT and COUNTY will also benefit by use of DISTRICT equipment and facilities by COUNTY in the performance, by COUNTY, of DISTRICT functions under this Agreement; and

WHEREAS, Section 56 3/4 of the Charter of the County of Los Angeles authorizes COUNTY, by agreement with DISTRICT, to perform any and all functions of DISTRICT.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by both DISTRICT and COUNTY and of the premises herein contained,

(1) COUNTY AGREES:

- a. To provide to DISTRICT all necessary employees and to perform any and all DISTRICT functions necessary to carry out provisions of said Act, as requested by the Chief Engineer of DISTRICT.
- b. To provide DISTRICT with and utilize COUNTY equipment, property, and facilities to supplement DISTRICT equipment, property, and facilities as authorized by the Director of Public Works of the COUNTY OF LOS ANGELES in the performance of DISTRICT functions.
- c. That all personal and real property and equipment owned or leased by COUNTY and all facilities owned or leased by

COUNTY, furnished and utilized by COUNTY to perform DISTRICT functions under this Agreement shall remain the property of COUNTY.

- d. That no service, labor, equipment, property, facilities or supplies shall be performed for or supplied to DISTRICT hereunder unless DISTRICT shall have available funds previously appropriated to cover the cost thereof.
- e. To pay DISTRICT for the use-value (as established by the Auditor-Controller) of any DISTRICT equipment, property, or facilities provided by DISTRICT to COUNTY and utilized by COUNTY to perform COUNTY functions.
- f. To indemnify, defend and save harmless DISTRICT, its agents, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with COUNTY'S acts or omissions hereunder.

(2) DISTRICT AGREES:

- a. To pay COUNTY for the total cost of all services rendered by COUNTY, including labor, services, equipment, property, facilities and supplies as are provided under this Agreement. Such costs shall include applicable overhead, administration and depreciation in connection with any or all of the aforementioned items.
- b. To provide the COUNTY an annual DISTRICT budget to be incorporated in the Department of Public Works budget

setting forth anticipated requirements for the next fiscal year.

- c. To utilize COUNTY furnished services, labor, equipment, property, facilities and supplies in the performance of DISTRICT functions, in accordance with said Board approved DISTRICT budget.
- d. To provide COUNTY with DISTRICT equipment, property, and facilities to supplement COUNTY equipment and facilities in the performance of DISTRICT functions, as may be authorized by the Director of Public Works of the County of Los Angeles.
- e. That all personal and real property and equipment owned or leased by DISTRICT and all facilities owned or leased by DISTRICT and furnished to and utilized by COUNTY to perform DISTRICT functions under this Agreement shall remain the property of DISTRICT.
- f. To indemnify, defend, and save harmless COUNTY, its agents, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with DISTRICT'S operations hereunder.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED:

- a. That all COUNTY employees assigned to or otherwise utilized, to perform DISTRICT functions under this Agreement shall remain employees of COUNTY and shall retain all accumulated sick leave, vacation, retirement and other benefits and rights accrued by reason of their assignment to perform DISTRICT functions.
- b. That the cost of work performed by COUNTY for DISTRICT or by DISTRICT for COUNTY under this Agreement, including the cost of services, labor, equipment, property, facilities and supplies, and other direct and indirect charges, shall be charged against funds reserved in the Department of Public Works budget for DISTRICT or COUNTY work respectively.
- c. That the use-value (as established by the Auditor-Controller) of any DISTRICT equipment, property, or facilities provided by DISTRICT to COUNTY and utilized by COUNTY to perform DISTRICT functions under this Agreement shall be used to reduce the total costs of services provided hereunder.
- d. That whenever the COUNTY and DISTRICT mutually agree as to the necessity for COUNTY to maintain an office, yard or similar facility on DISTRICT property for the performance of DISTRICT functions, DISTRICT shall furnish at its own cost and expense all necessary office space, furniture and furnishings, office supplies, janitorial services, telephone, light, water and other utilities. Conversely, whenever the COUNTY and DISTRICT mutually agree

as to the necessity for COUNTY to maintain an office, yard or similar facility on COUNTY property for the performance of DISTRICT functions, COUNTY shall charge DISTRICT only that portion of costs attributable to the use of COUNTY office space, furniture and furnishings, office supplies, janitorial services, telephone, light, water and other utilities for DISTRICT functions.

It is expressly understood and agreed that in the event an office, yard or similar facility is maintained on DISTRICT property for COUNTY'S performance of DISTRICT functions, such quarters may be used by COUNTY in connection with the performance of COUNTY duties not connected with performance of DISTRICT functions, provided however that payment for such use shall be in accordance with Paragraph (1)e of this Agreement.

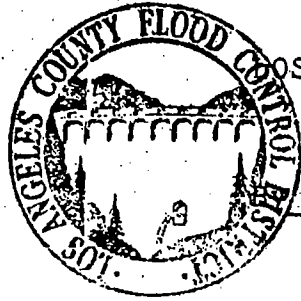
- e. That in order to effectuate the purposes of this Agreement, the DISTRICT and the COUNTY shall take the necessary steps to transfer DISTRICT officers and employees to COUNTY. Officers and employees so transferred shall retain, at a minimum, all salary, sick leave, vacation, retirement and other benefits, rights and compensation accrued by reason of their earlier employment by DISTRICT and will be entitled to retain their continuous service status in the COUNTY and seniority in their class.

Before any personnel actions are taken based on seniority, such DISTRICT officers and employees so transferred who are in classes allocated only to DISTRICT, which are comparable

in rank and grade to COUNTY classes, shall be classified through an administrative change of class to the comparable COUNTY class, with COUNTY continuous service status and seniority in class retained. It is the intent of this Agreement that these employees shall then have restoration rights to the COUNTY classes which are comparable in rank and grade to the DISTRICT classes to which they would have had restoration rights.

- (4) For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every COUNTY officer and employee engaged in performing any such service or function shall be deemed to be an officer or employee of DISTRICT while performing services for DISTRICT within the scope of this Agreement.
- (5) This Agreement may be modified or terminated by mutual consent of the parties hereto. Upon termination of the Agreement, any monies owed COUNTY by DISTRICT for services rendered and any monies owed DISTRICT by COUNTY pursuant to Paragraph (1)e, of this Agreement, shall become due and payable upon the final date of termination.
- (6) The DISTRICT and COUNTY shall have no obligations or responsibilities to each other other than as provided herein or by law; further, this Agreement shall not affect in any way any existing debts, obligations or liabilities of the parties hereto.
- (7) This Agreement shall be operative January 1, 1985.

IN WITNESS WHEREOF, said DISTRICT and COUNTY have caused this Operating Agreement to be executed by their respective officers, duly authorized, on the day, month, and year hereinabove first written.



ATTEST: LARRY J. MONTEILH
EXECUTIVE OFFICER —
CLERK OF THE BOARD OF SUPERVISORS

By José J. Jareguir, Deputy

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

Carl D. Edelman

Chairman, Board of Supervisors



ATTEST: LARRY J. MONTEILH
EXECUTIVE OFFICER —
CLERK OF THE BOARD OF SUPERVISORS

By José J. Jareguir, Deputy

COUNTY OF LOS ANGELES

Carl D. Edelman

Chairman, Board of Supervisors

APPROVED AS TO FORM:

DE WITT W. CLINTON
County Counsel

By ORIGINAL SIGNED

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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DEC 26 1984

Larry J. Montell

LARRY J. MONTEILH
EXECUTIVE OFFICER

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Victor Kaleta
City Attorney, Pasadena
City Hall
Pasadena, California 91109

BEST, BEST & KRIEGER
Arthur L. Littleworth
P. O. Box 1028
Riverside, California 92502
Telephone: (714) 686-1450
Special Counsel for Plaintiff

ORIGINAL FILED
NORTHEAST DISTRICT

FEB 22 1984

LOS ANGELES
COUNTY CLERK

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

CITY OF PASADENA, a municipal
corporation,

Plaintiff,

vs.

CITY OF ALHAMBRA, a municipal
corporation, et al.,

Defendants.

NO. Pasadena C-1323

NOTICE OF MOTION TO MODIFY
AND RESTATE JUDGMENT IN
REGARD TO TRANSFER OF RIGHTS
AND THE ESTABLISHMENT OF A
NEW RAYMOND BASIN MANAGEMENT
BOARD AS WATERMASTER

NOTICE IS HEREBY GIVEN that on the 16th day of March,
1984, at 9:00 a.m., or as soon thereafter as the matter can be
heard, in Department ^A of the Northeast District of the above-
entitled court, at the Court House, 300 East Walnut, in the
City of Pasadena, California, the plaintiff, City of Pasadena,
will move the Court for an order modifying the Judgment herein
as follows:

1. That the Judgment in this case be modified
and restated to include prior modifications of April 29, 1955,
January 17, 1974 and June 24, 1974 so as to read as follows:

/ / /

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1 "The above-entitled action was brought by plaintiff,
2 City of Pasadena, a municipal corporation, against City of
3 Alhambra, a municipal corporation, City of Monrovia, a municipal
4 corporation, City of Arcadia, a municipal corporation, City of
5 Sierra Madre, a municipal corporation, City of South Pasadena,
6 a municipal corporation, La Canada Irrigation District, San
7 Gabriel County Water District, Lincoln Avenue Water Company, a
8 corporation, The Las Flores Water Company, a corporation, Rubio
9 Canon Land and Water Association, a corporation, Valley Water
10 Company, a corporation, Flintridge Mutual Water Company, a
11 corporation, California-Michigan Land and Water Company, a cor-
12 poration, Mira Loma Mutal Water Company, a corporation, El
13 Campo Mutual Water Company, a corporation, Sunnyslope Water
14 Company, a corporation, California Water and Telephone Company,
15 a corporation, Crown City Ice Company, a corporation, Rancho
16 Santa Anita, Inc., a corporation, Royal Laundry and Dry Cleaning
17 Company, a corporation, Alice H. Graves, A. V. Wagner, Eugene E.
18 Bean, Fred M. Wilcox, and Charles Hueston Hastings, Defendants,
19 for the purpose of quieting the title of said plaintiff as
20 against said defendants to the alleged prior and paramount right
21 of said plaintiff to take, divert and use the waters within the
22 area involved in the issues of the action situate in the County
23 of Los Angeles, State of California, and to enjoin each defen-
24 dant found to own a right to take or divert water from the
25 Raymond Basin from taking therefrom, in any year, water in such
26 volume as, when added to the amount which the other parties
27 shall be adjudged and decreed to be entitled to take and divert,
28 would result in a total annual diversion from said basin in

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1 excess of the average annual supply of water thereto; and on
2 July 13, 1939, the above-entitled Court having issued its order
3 directing said plaintiff to bring in and make parties to said
4 action Ross M. Lockhard, Pasadena Cemetery Association, a cor-
5 poration, Altadena Golf Club, a corporation, Henry E. Huntington
6 Library and Art Gallery, a corporation, Bradbury Estate Company,
7 a corporation, and East Pasadena Water Company, Ltd., a corpora-
8 tion, and said Court on the 8th day of November, 1939, having
9 made its order declaring void the order to bring in new parties
10 made July 13, 1939, insofar as East Pasadena Water Company, Ltd.,
11 is concerned, and said defendant having been dismissed from
12 this action; and

13 All said parties defendant having been duly served
14 personally with summons and a copy of the complaint, and the
15 issues having been joined; defendant Ross M. Lockhard having
16 answered by his true name Ross M. Lockhart; and Robert A.
17 Millikan, Archer Milton Huntington, Herbert Hoover, William B.
18 Munro and Edwin P. Hubbell, Trustees of the Henry E. Huntington
19 Library and Art Gallery answering for defendant Henry E.
20 Huntington Library and Art Gallery, a corporation; defendants
21 Bradbury Estate Company, a corporation, and Eugene E. Bean
22 having disclaimed any right, title, interest or estate in and
23 to the properties involved in this action, Charles Hueston
24 Hastings, having answered by his true name Charles Heuston
25 Hastings, and since the commencement of this action said defen-
26 dant Charles Heuston Hastings having died and Ernest Crawford
27 May as Executor of the Last Will and Testament of Charles
28 Heuston Hastings, deceased, having been substituted for said

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1 decedent, and A. V. Wagner having answered and having asserted
2 and claimed a right to water on his own behalf and on behalf of
3 others claiming under and through him, and Canyon Mutual Water
4 Company, a corporation, sued herein as Doe Corporation No. 1,
5 having answered under its true name, and defendant Alice H.
6 Graves having died since the commencement of this action, and
7 Alice Graves Stewart and Katharine Graves Armstrong and
8 Francis P. Graves being the heirs at law of said Alice H.
9 Graves, deceased, and being the residuary legatees under the
10 Last Will and Testament of Alice H. Graves, deceased, and having
11 been substituted by stipulation as parties defendant for said
12 Alice H. Graves, and plaintiff since the commencement of this
13 action having acquired the water rights owned and claimed by
14 Jacob Bean Securities Company, a corporation, Alice Graves
15 Stewart, Katharine Graves Armstrong and Francis P. Graves,
16 exclusive of the rights of the last named individuals which
17 are hereinafter set forth and defined, and plaintiff having
18 duly filed its supplemental complaint with respect thereto,
19 and the defendant City of Arcadia, since the commencement of
20 this action, having acquired all water rights involved herein
21 of the Rancho Santa Anita, Inc., a corporation, and said
22 defendants having duly filed their supplemental answer with
23 respect thereto, and First Trust and Savings Bank of Pasadena,
24 a corporation, answering as successor in interest to defendant
25 Altadena Golf Club, defendant Sunnyslope Water Company, a
26 corporation, having stipulated that its true name is Sunny
27 Slope Water Company, Chesley E. Osborn and Kathleen M. Osborn
28 having been substituted as parties defendant in the place and

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1 stead of defendant Fred M. Wilcox, and Dell A. Schweitzer,
2 executor of the estate of Fred M. Wilcox, deceased; motion of
3 defendant City of South Pasadena for permission to file its
4 amended answer disclaiming any interest or estate in the
5 water and/or water rights in the Raymond Basin as described
6 in plaintiff's complaint, having been granted, and said
7 defendant, City of South Pasadena, having been dismissed from
8 this action, subject to the obligation of said defendant to
9 pay certain costs, plaintiff and certain defendants having
10 jointly filed herein their motion that reference should be
11 made to the Division of Water Resources, Department of Public
12 Works, State of California, as referee; after hearing thereon,
13 following notice duly served on all defendants not parties to
14 said motion, said Division of Water Resources having been
15 appointed referee herein to investigate all of the physical
16 facts involved herein, and seasonably to report to the Court
17 thereon, and the said referee having filed its report herein
18 and the objections thereto filed with it, a stipulation in
19 writing having been entered into on the 29th day of September,
20 1943 by and between the attorneys for certain parties, to
21 wit: City of Alhambra, City of Arcadia, California Water and
22 Telephone Company, Canyon Mutual Water Company, Crown City
23 Ice Company, El Campo Mutual Water Company, First Trust and
24 Savings Bank of Pasadena, Flintridge Mutual Water Company,
25 Francis P. Graves, Alice Graves Stewart and Katharine Graves
26 Armstrong, being the heirs of Alice H. Graves, deceased, and
27 being the residuary legatees under the Last Will and Testament
28 of Alice H. Graves, deceased, Las Flores Water Company,

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1 Lincoln Avenue Water Company, Ross M. Lockhart, Ernest Crawford
2 May, as Executor of the Last Will and Testament of Charles
3 Heuston Hastings, deceased, Robert A. Millikan, Archer Milton
4 Huntington, Herbert Hoover, William B. Munro and Edwin P.
5 Hubbell, Trustees of the Henry E. Huntington Library and Art
6 Gallery, Mira Loma Mutual Water Company, City of Monrovia,
7 Chesley E. Osborn and Kathleen M. Osborn, Pasadena Cemetery
8 Association, City of Pasadena, Royal Laundry and Dry Cleaning
9 Company, Rubio Canon Land and Water Association, San Gabriel
10 County Water District, City of Sierra Madre, Sunny Slope
11 Water Company, Valley Water Company, A. V. Wagner and those
12 claiming under and through him, and said stipulation having
13 been filed herein on the 24th day of November, 1943, requesting
14 that a certain judgment be entered herein as between said
15 parties, and stipulating that the amount of water pumped or
16 otherwise taken by non-parties to this action in the Western
17 Unit of the Raymond Basin Area as described in Paragraph I of
18 the proposed judgment attached to said stipulation was 340
19 acre feet per year and that the amount of water pumped or
20 otherwise taken by non-parties to this action in the Eastern
21 Unit of said Raymond Basin Area was 109 acre feet per year,
22 and the Court on November 24, 1943 having made its order
23 making each and all of the terms and provisions of said
24 proposed judgment immediately effective as to said stipulating
25 parties, and on April 5, 1944 the Court having made its order
26 appointing and authorizing the Division of Water Resources of
27 the Department of Public Works of the State of California to
28 act and serve herein as Watermaster in accordance with the

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1 provisions of the proposed judgment attached thereto and made
2 a part thereof, and a stipulation between said stipulating
3 parties and the defendant La Canada Irrigation District
4 making the defendant La Canada Irrigation District a party to
5 said stipulation for said judgment and order having been
6 filed in this Court on April 28, 1944, and this Court on
7 April 28, 1944 having ordered that during the pendency of
8 this litigation or until further order of this Court the said
9 defendant La Canada Irrigation District be made a party to
10 the stipulation for judgment and order entered into on the
11 29th day of September, 1943 and filed on the 24th day of
12 November, 1943, and all objections and exceptions to the
13 Report of Referee, except those of defendant California-
14 Michigan Land and Water Company, having been withdrawn, and
15 defendant Flintridge Mutual Water Company having assigned all
16 its water rights involved herein to defendant Valley Water
17 Company,

18 This cause came on regularly for hearing of the
19 objections and exceptions of defendant California-Michigan
20 Land and Water Company filed to the Report of Referee and the
21 further trial of the cause between said defendant and the
22 other parties on the 18th day of May, 1944 before the Honorable
23 Frank C. Collier, judge presiding in Department Pasadena A of
24 the above-entitled Court, the Court sitting without a jury;
25 said hearing and trial were held on the following dates in
26 the year 1944, to wit: May 18, May 19, May 23, May 24,
27 May 25, May 31, June 1, June 2, June 6, June 7, June 8,
28 July 20, August 7 and August 8. A. E. Chandler, Esq., Special

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1 Counsel, and Harold P. Huls, Esq., City Attorney, appearing
2 as attorneys for plaintiff; Messrs. Goodspeed, McGuire,
3 Harris & Pfaff by Richard C. Goodspeed, Esq., J. Donald
4 McGuire, Esq., and Paul Vallee, Esq., appearing as attorneys
5 for defendant California-Michigan Land and Water Company;
6 Emmett A. Tompkins, Esq., City Attorney, and Kenneth K.
7 Wright, Esq., appearing as attorneys for defendant City of
8 Alhambra; Paul F. Garber, Esq., City Attorney, and Kenneth K.
9 Wright, Esq., appearing as attorneys for defendant City of
10 Monrovia; Kenneth K. Wright, Esq., appearing as attorney for
11 defendant Ross M. Lockhart; Kenneth K. Wright, Esq., appearing
12 as attorney for defendant Flintridge Mutual Water Company;
13 Kenneth K. Wright, Esq., appearing as attorney for defendant
14 Valley Water Company; John C. Packard, Esq. and Kenneth K.
15 Wright, Esq., appearing as attorneys for defendant El Campo
16 Mutual Water Company; Messrs. Derthick, Cusack and Ganahl by
17 W. J. Cusack, Esq., and Kenneth K. Wright, Esq., appearing as
18 attorneys for defendant Crown City Ice Company; Messrs.
19 Dunn & Sturgeon by Walter F. Dunn, Esq., Messrs. Chandler &
20 Wright by Howard W. Wright, Esq., and Kenneth K. Wright,
21 Esq., appearing as attorneys for defendants Francis Graves,
22 Alice Graves Stewart and Katharine Graves Armstrong; Messrs.
23 Bailie, Turner & Lake by Norman A. Bailie, Messrs. Cruickshank,
24 Brooke & Dunlap by Robert H. Dunlap, Esq., and Kenneth K.
25 Wright, Esq., appearing as attorneys for defendant Ernest
26 Crawford May, as Executor of the Last Will and Testament of
27 Charles Heuston Hastings, deceased; Messrs. Gibson, Dunn &
28 Crutcher by Ira C. Powers, Esq., and Kenneth K. Wright, Esq.,

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1 appearing as attorneys for defendants Robert A. Millikan,
2 Archer Milton Huntington, Herbert Hoover, William B. Munro
3 and Edwin P. Hubbell, trustees of the Henry E. Huntington
4 Library and Art Gallery; Messrs. Anderson and Anderson by
5 Trent G. Anderson, Esq., and Kenneth K. Wright, Esq., appearing
6 as attorneys for defendant Rubio Canon Land and Water Associa-
7 tion; Frank P. Doherty, Esq., and Kenneth K. Wright, Esq.,
8 appearing as attorneys for defendant La Canada Irrigation
9 District; Messrs. Boyle, Holmes & Garrett by John W. Holmes,
10 Esq., and Kenneth K. Wright, Esq., appearing as attorneys for
11 defendant First Trust and Savings Bank of Pasadena; Walter F.
12 Dunn, Esq., City Attorney, and Kenneth K. Wright, Esq.,
13 appearing as attorneys for defendant City of Sierra Madre;
14 Wilton W. Webster, Esq., and Kenneth K. Wright, Esq., appearing
15 as attorneys for defendant Royal Laundry and Dry Cleaning
16 Company; Messrs. Bacigalupi, Elkus & Salinger by Claude
17 Rosenberg, Esq., and Kenneth K. Wright, Esq., appearing as
18 attorneys for defendant California Water and Telephone Company;
19 Kenneth K. Wright, Esq., appearing as attorney for defendant
20 San Gabriel Valley Water Company; Messrs. Merriam, Rinehart &
21 Merriam by Ralph T. Merriam, Esq., appearing as attorneys for
22 defendant Pasadena Cemetery Association; Frederick G. Stoehr,
23 Esq., appearing as attorney for defendant A. V. Wagner;
24 Messrs. Potter and Potter, by Bernard Potter, Esq., appearing
25 as attorneys for defendant Mira Loma Mutual Water Company;
26 Gerald E. Kerrin, Esq. and James C. Bone, Esq., City Attorney,
27 appearing as attorneys for defendant City of Arcadia; Laurence B.
28 Martin, Esq., appearing as attorney for defendant Sunny Slope

1 Water Company; Robert E. Moore, Esq., appearing as attorney
2 for defendant Lincoln Avenue Water Company; Messrs. Hahn and
3 Hahn by Edwin F. Hahn, Esq., appearing as attorneys for
4 defendant The Las Flores Water Company; Messrs. Hahn and Hahn
5 by Edwin F. Hahn, Esq., appearing as attorneys for defendants
6 Chesley E. Osborn and Kathleen M. Osborn; and Messrs. Hahn
7 and Hahn by Edwin F. Hahn, Esq., appearing as attorneys for
8 defendant Canyon Mutual Water Company, and

9 All objections and exceptions to the Report of
10 Referee filed by defendant California-Michigan Land and Water
11 Company having been overruled by the Court with the exception
12 of objection 18 which was withdrawn by said defendant, and

13 Certain stipulations having been entered into by
14 and between the parties and evidence both oral and documentary
15 having been introduced and the cause having been submitted to
16 the Court for its decision upon briefs, and briefs for the
17 respective parties having been filed and considered, the
18 Court, being fully advised in the premises, and having made
19 its findings of fact and conclusions of law, and

20 The Court, by reason of the stipulation aforesaid
21 and the findings of fact and conclusions of law, having
22 rendered its Judgment on December 23, 1944, and such Judgment
23 having been entered in Book 1491, page 84, on December 26,
24 1944, and

25 Pursuant to its reservation of jurisdiction in this
26 case, and pursuant to appropriate motions, the Court having
27 modified the Judgment on April 29, 1955; on January 17, 1974;
28 and on June 24, 1974, and

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1 Plaintiff having moved the Court for an order
2 further modifying and restating the Judgment as modified,
3 such motion having come on regularly for hearing on the 16th
4 day of March, 1984, in Department ^A of the Northeast District
5 of this Court, the Honorable ~~Henry W. Shattford~~ ^{ROBERT M. OLSON}, Judge,
6 presiding; and notice of such motion having been duly served
7 on all defendants and interested parties; and no objections
8 to the granting of the motion having been filed or made at
9 the hearing; and good cause having been shown, and the Court
10 having therefore granted the motion, pursuant to the continuing
11 jurisdiction of the Court,

12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the
13 Judgment in this case be modified and restated (including all
14 transfers of rights and prior modifications which remain
15 valid) as follows:

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19 There exists in the County of Los Angeles, State of
20 California, a field of groundwater, known and hereinafter
21 referred to as the Raymond Basin Area, and subdivisions
22 thereof herein designated the Eastern Unit and the Western
23 Unit which are shown on the map attached hereto and hereby
24 made a part hereof.

25 Under existing conditions, the safe yield of said
26 Eastern Unit is 5,290 acre feet per year, and the safe yield
27 of said Western Unit is 25,480 acre feet per year.

28 / / /

The amount of water pumped or otherwise taken by non-parties to this action in said Western Unit is less than 100 acre feet per year, and the amount of water pumped or otherwise taken by non-parties to this action in said Eastern Unit is zero acre feet per year.

The parties hereto pumping from wells or otherwise taking water for beneficial use from the ground in said subdivisions of said Raymond Basin Area are as shown in the table in Paragraph IV hereof.

II

As to those parties hereto who are taking or diverting water for beneficial use from any source contributing to the supply of water in the ground in said Raymond Basin Area, each of said parties has the right as against all parties other than the defendant California-Michigan Land and Water Company, no determination as to the existence of such right being made as against it, to continue to divert from such source for such use an amount of water measured by the maximum capacity of its diversion works and other facilities as the same existed at any time within five (5) years prior to October 1, 1937. That said maximum capacities of the said works and facilities of each of said parties in cubic feet per second are as follows:

/ / /

/ / /

/ / /

1	La Canada Irrigation District (Snover Canyon)	1.20
2	Las Flores Water Company	0.50
	Lincoln Avenue Water Company	6.59
3	Lockhart, Ross M.	1.20
	May, Ernest Crawford, as Executor of the	
4	Last Will and Testament of Charles	
	Heuston Hastings, deceased	0.26
5	Mira Loma Mutual Water company	0.81
	Pasadena Cemetery Association	0.02
6	Pasadena, City of	
	Arroyo Seco Including Millard Canyon	25.00
7	Eaton Canyon	8.90
	Rubio Canon Land and Water Association	2.20
8	Sierra Madre, City of	6.00

9 Each of said parties, and each of their agents,
10 employees, attorneys, and any and all persons acting by,
11 through, or under them, or any of them, are and each of them
12 is hereby forever enjoined and restrained from increasing its
13 taking or diversion from such source beyond the amount of
14 such taking or diversion as measured by said maximum capacity
15 of its diversion works and other facilities.

16 Each of the said parties, and their successors in
17 interest, having diversion rights as set forth above in the
18 Western Unit of the Raymond Basin Area shall have the right
19 in its discretion to spread the surface water diverted pursuant
20 to its respective right, and to recapture eighty percent
21 (80%) thereof by pumping, subject to and upon the following
22 terms and conditions.

23 (1) The water shall be spread for percolation into
24 the underground in the existing water conservation facilities
25 of the Los Angeles County Flood Control District, or in such
26 additional spreading grounds as the parties may acquire or con-
27 struct, or in any natural stream channels leading to such
28 existing or future spreading grounds, provided that all such

1 spreading locations shall be located within the Monk Hill Basin
2 or Pasadena Subarea hydrologic subdivisions of the Western Unit
3 of the Raymond Basin Area.

4 (2) A metering device, or devices, shall be installed
5 and maintained by each diverting party at such party's expense
6 to measure all amounts of water diverted by such party for
7 spreading purposes. Such metering facilities, and the continued
8 accuracy thereof, shall be subject to the approval of the Water-
9 master and the Los Angeles County Flood Control District, and
10 all such measurements shall be available to them. The Water-
11 master, with such assistance as the Los Angeles County Flood
12 Control District may provide, shall determine and account for
13 all water diverted for spreading, the amount of water spread
14 and available for recapture, and the amount so recaptured, and
15 shall include such determinations and accounting in its reports.

16 (3) In the event that the capacity of any of the
17 spreading grounds of the Los Angeles County Flood Control Dis-
18 trict is fully utilized for the conservation of natural flows,
19 and water diverted for spreading in such facilities cannot be
20 percolated into the Basin and escapes therefrom, such quantity
21 of water shall be subtracted from the amount diverted for
22 spreading to determine the amount available for recapture.
23 Such losses shall be divided among the parties diverting water
24 for such spreading in proportion to the amounts diverted at
25 the time the loss occurs.

26 (4) Each such party shall have the right to pump
27 from any wells in the Monk Hill Basin an amount of water equal
28 to eighty percent (80%) of the amount which it has diverted for

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1 such spreading therein and which is available for recapture, and
2 the right to pump from any wells in the Pasadena Subarea an
3 amount of water equal to eighty percent (80%) of the amount which
4 it has diverted for such spreading therein and which is available
5 for recapture. Such amounts pumped shall be in addition to the
6 respective Decreed Rights of the parties as provided in the
7 Judgment herein, as modified on April 29, 1955, and in addition
8 to the amounts which can be pumped or otherwise taken under the
9 provisions of Paragraph V hereof. Any amounts recaptured under
10 the terms of this Paragraph shall be pumped in such a manner as
11 not to injure other parties having rights under this Judgment.
12 The effect of such pumping shall be monitored by the Watermaster,
13 and the Watermaster shall report any such injury to the Court
14 for appropriate action.

15 (5) Any additional amounts allowed to be taken as
16 provided in subparagraph (4) above shall be pumped by the end
17 of the next accounting year utilized by the Watermaster follow-
18 ing such diversions for spreading. If such pumping does not
19 occur within this period of time, the right to take such amount
20 of water shall be lost.

21 (6) For accounting purposes, the first water taken
22 from the Western Unit of the Raymond Basin Area during any
23 accounting year, by any party having made diversions for spread-
24 ing purposes during the previous accounting year, shall be con-
25 sidered by the Watermaster as water pumped pursuant to subpara-
26 graph (4) above, unless such water was pumped during the same
27 accounting year in which it was diverted and spread.

28 / / /

(7) The rights provided in subparagraph (4) above shall apply to all water diverted for spreading as required herein after May 1, 1973.

(8) The right to divert for spreading and recapture is an alternative, in whole or in part, to the right to make direct use of such diversions, and does not preclude the direct use of such water, provided that the total amount of water diverted, either for spreading or direct use, does not exceed the respective rights of the parties set forth above.

(9) These provisions concerning the right to spread and recapture by pumping remain subject to the continuing jurisdiction of the Court. Any additional costs incurred by the Watermaster in making determinations, accountings, reports, and monitoring of pumping as required in connection with such spreading and recapture of water shall be paid by the parties diverting water for spreading in proportion to the amount of water which each party diverts for such purpose. Such costs shall be included as part "C" of the Watermaster's Annual Budget.

III

Each and all of the rights of the parties hereto to pump water from wells or otherwise take water from the ground in said Raymond Basin Area are of equal priority and of the same legal force and effect.

/ / /

IV

Subject to the provisions of Paragraphs V, VI and XXI hereof, each party hereto is the owner of the right to pump water from wells or otherwise take water from the ground in each of said units in the amount set forth opposite the name of each party in the following table, which said right, for convenience, is designated the "present unadjusted right":

PRESENT UNADJUSTED RIGHTS TO TAKE
WATER IN RAYMOND BASIN AREA

<u>Eastern Unit</u>	<u>Acre Feet Per Year</u>
Arcadia, City of	2,527
Sierra Madre, City of	1,264
<u>Western Unit</u>	
Alhambra, City of	1,042
Arcadia, City of (including, as successor, the rights of the City of Monrovia)	2,141
California American Water Company (as successor to the California Water and Telephone Company, and including, as successor, the rights of the El Campo Mutual Water Company)	2,324
Crown City Ice Company	0
East Pasadena Water Company (as successor to the California- Michigan Land and Water Company)	521
Henry E. Huntington Library and Art Gallery (as successor to Robert A. Millikan, et al., Trustees of the Henry E. Huntington Library and Art Gallery)	265

1	Kinneloa Irrigation District (as	522
2	successor to the rights of Francis P.	
3	Graves, et al.; Ross M. Lockhart;	
4	A. V. Wagner; Mira Loma Mutual Water	
	Company; Canyon Mutual Water Company;	
	and Chesley E. and Kathleen M. Osborn)	
5	La Canada Irrigation District	101
6	Las Flores Water Company	252
7	Lincoln Avenue Water Company	573
8	May, Ernest Crawford, as Executor	0
9	of the Last Will and Testament of	
	Charles Heuston Hastings, deceased	
10	Milum Textile Services Company (as	111
11	successor to Royal Laundry and Dry	
	Cleaning Company)	
12	Pasadena Cemetery Association	92
13	Pasadena, City of (including, as	12,946
14	successor, the rights of the First	
	Trust and Savings Bank of Pasadena)	
15	Rubio Canon Land and Water Association	1,234
16	San Gabriel County Water District	1,103
17	Sunny Slope Water Company	1,575
18	Valley Water Company (including, as	806
19	successor, the rights of the	
	Flintridge Mutual Water Company)	

20 The total of said rights in the Eastern Unit is
21 3,791 acre feet per year, and the total of said rights in
22 the Western Unit is 25,608 acre feet per year.

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V

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In order to maintain and protect the supply of
water in the ground in said Raymond Basin Area, it is necessary
that the respective parties to this action be limited in the

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1 exercise of their respective present unadjusted rights, and
2 the right, so limited, in acre feet per year, of each party
3 to pump water from wells or otherwise take water from the
4 ground, in the Western Unit, is as set forth in the table at
5 the end of this Paragraph V, and in the Eastern Unit as set
6 forth in Paragraph VI hereof. Said right, for convenience,
7 is designated the "decreed right." In said Western Unit the
8 amount of the decreed right of each party hereby is determined
9 by reducing the present unadjusted right of each party as
10 tabulated in Paragraph IV hereof, in the proportion that the
11 safe yield of said unit, less the water taken therein by
12 non-parties hereto, bears to the aggregate of such rights of
13 the parties hereto in said unit. Each of said parties and
14 each of their agents, employees, attorneys, and any and all
15 persons acting by, through, or under them, are and each of
16 them is, subject to the terms of Paragraph XXI hereof,
17 hereby forever enjoined and restrained on and after July 1,
18 1944, as to all parties other than California-Michigan Land
19 and Water Company, and on and after July 1, 1945 as to said
20 California-Michigan Land and Water Company, from pumping or
21 otherwise taking from the ground in said Western Unit more
22 water than its decreed right in this Paragraph determined;
23 provided that a party may exceed its decreed right to the
24 extent that it has acquired and exercises the decreed right
25 of any other party, or as may become necessary in the case of
26 an emergency or temporarily for other reasonable cause as
27 determined by the Watermaster, taking into account the basin
28 supply, quality conditions, the impact on other parties, and

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1 subject to such conditions as the Watermaster may impose,
2 including whether or not such excess extractions must be made
3 up in future years; and provided, however, that any of the
4 parties to this action may take in any twelve-month period
5 beginning July 1 for its own beneficial use, and for the
6 release of water for use by other parties or persons pursuant
7 to and in accordance with the Raymond Basin Area Water Exchange
8 Agreement for 1943 and amendment thereto, hereinafter referred
9 to, attached hereto and hereby made a part hereof, an amount
10 not exceeding one hundred ten percent (110%) of its decreed
11 right as fixed herein, plus any amount of allowable underpumping
12 as hereinafter provided. Any such extractions in excess of a
13 party's decreed right (not including any emergency or temporary
14 extractions authorized by the Watermaster) shall be made up
15 in the following year, and the amount of water which a party
16 may take under its decreed right in that year shall be reduced
17 by an equivalent amount. If a party in any twelve-month
18 period, beginning July 1, takes less than its decreed right,
19 or less than the amount allowed after reduction for any
20 excess extractions, the amount of such underpumping, but not
21 exceeding ten percent (10%) of its decreed right or such
22 additional amount as the Watermaster may allow for an emergency
23 or other reasonable cause, may be carried over and taken
24 during the next succeeding year. The yearly period from
25 July 1 to June 30 hereby is adopted and shall be used in the
26 administration and enforcement of this Judgment.

27
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1 DECREEED RIGHTS TO TAKE WATER FROM THE GROUND
2 IN SAID WESTERN UNIT IN ACRE FEET PER YEAR

	<u>Acre Feet Per Year</u>
3	
4 Alhambra, City of	1,031
5 Arcadia, City of (including, as	
6 successor, the rights of the	2,118
7 City of Monrovia)	
8 California American Water Company	
9 (as successor to the California	2,299
10 Water and Telephone Company, and	
11 including, as successor, the rights	
12 of the El Campo Mutual Water Company)	
13 East Pasadena Water Company (as	
14 successor to the California-	515
15 Michigan Land and Water Company)	
16 Henry E. Huntington Library and Art	
17 Gallery (as successor to Robert A.	262
18 Millikan, et al., Trustees of the	
19 Henry E. Huntington Library and Art	
20 Gallery)	
21 Kinneloa Irrigation District (as	
22 successor to the rights of Francis P.	516
23 Graves, et al.; Ross M. Lockhart;	
24 A. V. Wagner; Mira Loma Mutual Water	
25 Company; Canyon Mutual Water Company;	
26 and Chesley E. and Kathleen M. Osborn)	
27 La Canada Irrigation District	100
28 Las Flores Water Company	249
Lincoln Avenue Water Company	567
Milum Textile Services Company (as	
successor to Royal Laundry and Dry	110
Cleaning Company)	
Pasadena Cemetery Association	91
Pasadena, City of (including, as	
successor, the rights of the First	12,807
Trust and Savings Bank of Pasadena)	
Rubio Canon Land and Water Association	1,221
San Gabriel County Water District	1,091

1	Sunny Slope Water Company	1,558
2	Valley Water Company (including, as	797
3	successor, the rights of the	
	Flintridge Mutual Water Company)	
4	Total Western Unit	25,332

6 VI

7

8 The decreed right of each party hereto in said

9 Eastern Unit is as follows:

10 City of Arcadia, 3,526 acre feet per year;

11 City of Sierra Madre, 1,764 acre feet per year.

12 Each of said parties, and each of their agents,

13 employees, attorneys and any and all persons acting by,

14 through, or under them, are and each of them is subject to

15 the terms of Paragraph XXI hereof, hereby forever enjoined

16 and restrained on and after July 1, 1944, as follows:

17 (1) From pumping or otherwise taking from the

18 ground in said Eastern Unit more water than its decreed right

19 in this Paragraph determined; provided that a party may

20 exceed its decreed right to the extent that it has acquired

21 and exercises the decreed right of any other party, or as may

22 become necessary in the case of an emergency or temporarily

23 for other reasonable cause as determined by the Watermaster,

24 taking into account the basin supply, quality condition, the

25 impact on other parties, and subject to such conditions as

26 the Watermaster may impose, including whether or not such

27 excess extractions must be made up in future years; and

28 provided, however, that any of the parties to this action may

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4200 ORANGE STREET
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1 take in any twelve-month period beginning July 1 for its own
2 beneficial use, and for the release of water for use by other
3 parties or persons pursuant to and in accordance with the
4 Raymond Basin Area Water Exchange Agreement for 1943 and
5 amendment thereto, hereinafter referred to, attached hereto
6 and hereby made a part hereof, an amount not exceeding one
7 hundred ten percent (110%) of its decreed right as fixed
8 herein, plus any amount of allowable underpumping as herein-
9 after provided. Any such extractions in excess of a party's
10 decreed right (not including any emergency or temporary
11 extractions authorized by the Watermaster) shall be made up
12 in the following year, and the amount of water which a party
13 may take under its decreed right in that year shall be reduced
14 by an equivalent amount. If a party in any twelve-month
15 period, beginning July 1, takes less than its decreed right,
16 or less than the amount allowed after reduction for any
17 excess extractions, the amount of such underpumping, but not
18 exceeding ten percent (10%) of its decreed right or such
19 additional amount as the Watermaster may allow for an
20 emergency or other reasonable cause, may be carried over
21 and taken during the next succeeding year.

22 (2) From pumping or otherwise taking water from
23 the ground in said Eastern Unit in any year within one-half
24 mile of its western boundary in an amount which, in addition
25 to other extractions, would be in excess of the average
26 amount pumped or taken in said one-half mile zone during the
27 period 1927-28 to 1937-38, to wit: 88 acre feet per annum,
28 the half mile being measured along a perpendicular erected on

1 the boundary between said unit and said Western Unit as shown
2 on the map attached hereto.

3 (3) From pumping or otherwise taking water from
4 the ground in said Eastern Unit in any year in excess of the
5 average amount pumped or taken therein during the period
6 1927-28 to 1937-38, to wit: 3,261 acre feet per annum,
7 during any year in which static groundwater level measurements,
8 made at the time of maximum high water table in the spring
9 season of each year, show that the average water table eleva-
10 tion in the area between Foothill Boulevard and Raymond Fault
11 and between a line 300 feet west of Rosemead Boulevard and a
12 line 100 feet east of Michillinde Avenue, less any increase
13 in such elevation that is attributable to any groundwater
14 storage program, is higher than that at the Arcadia group of
15 wells designated as such on said map attached hereto and
16 located west of the intersection of Orange Grove and Santa
17 Anita Avenues in the City of Arcadia, this limitation to
18 apply only when the water table elevation at said group is
19 less than 500 feet above sea level, United States Geological
20 Survey datum.

21
22 VII
23

24 There is now and, so long as the requirements in sub-
25 paragraphs 2 and 3 of Paragraph VI hereof are fulfilled and
26 maintained, there will be no material movement of water across
27 the boundary between the Western Unit and the Eastern Unit.
28

VIII

Nothing in this Judgment contained shall be deemed to modify the rights as between the defendants City of Sierra Madre and City of Arcadia as set forth in that certain Judgment entitled "The City of Sierra Madre, a municipal corporation, et al., vs. The City of Arcadia, a municipal corporation," No. 209747 in the Superior Court of the State of California, in and for the County of Los Angeles, entered on the 22nd day of April, 1930, but in the exercise of such rights each of said parties shall be subject to the express provisions of Paragraph VI hereof.

IX

A Watermaster shall be appointed by this Court to serve at the pleasure of the Court to administer and enforce the provisions of this Judgment, the Raymond Basin Area Water Exchange Agreement of 1943 and amendment thereto, attached hereto and made a part hereof, and the instructions and orders of this Court, and if any such provisions, instructions or orders of the Court, or any order, rule or direction of such Watermaster, made in accordance with and for the enforcement of this Judgment and said Agreement and amendment thereto, shall have been disobeyed or disregarded, said Watermaster hereby is empowered and authorized to report promptly to the Court such fact and the circumstances connected therewith and leading thereto.

1 A violation of any provision of this Judgment, or
2 attached Agreement and amendment thereto, or order, instruction,
3 rule or direction of the Court or of the Watermaster, shall
4 be punished in such manner as the Court may direct.

5 The compensation of said Watermaster shall be fixed
6 by an order or orders which the Court hereafter from time to
7 time may make.

8
9 X

10
11 There is hereby established a Raymond Basin Manage-
12 ment Board (sometimes hereafter called "Board") which shall
13 be the Watermaster. The Board shall have all of the rights,
14 and shall carry out all of the responsibilities, of the
15 Watermaster as provided in this Judgment. In addition, in
16 order to implement sound water management practices within
17 the framework of the rights of the parties as determined
18 herein, the Board shall have the powers set forth in Para-
19 graph XII.

20
21 XI

22
23 The Board shall be organized and constituted as
24 follows:

25 (1) Each party holding a decreed right of 1,000
26 acre feet or more shall appoint one member to the Board.

27 (2) The parties within each subarea, namely, Monk
28 Hill Subarea, Pasadena Subarea, and the Eastern Unit, who

1 each hold decreed rights of less than 1,000 acre feet shall
2 together appoint a member from each respective subarea. The
3 appointment for each subarea shall be by majority vote, with
4 each such party having one vote.

5 (3) No party shall have the right to appoint, or
6 to participate in the appointment of, more than one member to
7 the Board.

8 (4) Board members shall have broad engineering or
9 management experience in the operation of a water utility or
10 groundwater basin.

11 (5) Each member shall be appointed for a term of
12 one year, or until replaced. Members shall serve at the
13 pleasure of the appointing party, parties or body. No member
14 shall be appointed by or represent more than one party or
15 group of parties. The Board shall select its own officers.
16 A quorum of the Board shall consist of six members, and the
17 Board may act by a majority of those members present at a
18 meeting. The Board shall meet at least quarterly, and all
19 parties to the action may attend. Minutes of the Board
20 meetings shall be kept and sent to all parties in the action.
21 The Board shall have the power to adopt such by-laws, rules
22 and regulations, not inconsistent with the terms of this
23 Judgment, as may be necessary for its own organization and
24 operation.

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XII

The powers and responsibilities of the Raymond Basin Management Board, as Watermaster and otherwise, shall be exercised with a view toward protecting the long-term quantity and quality of the groundwater supply; utilizing the groundwater storage capacity of the basin for the maximum advantage of the parties, without however causing significant adverse impact upon any party; integrating to the extent feasible the use of surface and groundwater supplies so as to reduce costs, improve reliability of supply, and to protect against drought; and to encourage the parties to cooperate in the utilization of their respective water rights and water systems for the mutual good. The Board shall have power:

(1) To contract with the California Department of Water Resources, or with any other competent person or firm, to perform all or part of the Watermaster functions.

(2) To determine the amount of storage capacity that is available in the basin from time to time for groundwater storage programs.

(3) To allocate such storage capacity among the parties, and to provide for its use and the recapture of equivalent amounts of stored water. The Board may approve, condition or disapprove proposed water storage programs, and imported, nontributary water shall not be stored in the basin without the Board's approval. Approved programs shall include provisions for the duration of allowed storage of water, for determination of losses, for the rates and places of recapture,

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4200 ORANGE STREET
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1 and for such other conditions as may be necessary to prevent
2 operational problems for other parties, including degradation
3 of water quality.

4 (4) To control the direct recharge into the basin
5 of imported, non-tributary water.

6 (5) To issue such rules and regulations as may be
7 necessary in order to account properly for sales, leases,
8 exchanges or other transfers among the parties of decreed
9 rights and the use of water. The Board shall attempt to
10 facilitate, not restrict, such transfers, including efforts
11 to develop agreements for the production and distribution of
12 water through facilities of other parties where such practices
13 promote efficiency and sound water management. This policy
14 shall extend to the use of stored water where consistent with
15 the policies of The Metropolitan Water District of Southern
16 California with respect to the use of supplemental water
17 which it provides.

18 (6) To conduct studies or undertake other activities
19 for the common benefit of the parties in the operation of the
20 Raymond Basin Area; to obtain engineering, legal and other
21 professional services in such connection; and, in addition to
22 the Watermaster budget procedures, to assess the parties in
23 an equitable manner and as may be necessary to pay the costs
24 of the Board's operations, which assessments shall be paid by
25 the parties. Payment shall be enforced in the same manner as
26 provided in Paragraph XV for the annual budget, although the
27 actual apportionment of costs may differ from the method
28 provided in Paragraph XV. All actions of the Board, including

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FIRM
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KRIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
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1 any assessments imposed, shall be subject to review by the
2 Court, pursuant to the procedures of Paragraph XVII.

4 XIII

5
6 Each party hereto at its own expense shall:

7 (1) Measure and keep records of all its diversions
8 from any source contributing to the supply of water in the
9 ground, of its importations of water, and of its production
10 of water from the ground in the Raymond Basin Area, subject
11 to the approval of the Watermaster as to equipment and methods;

12 (2) Measure and keep records of its production and
13 distribution in such manner as to show its use in, transfers
14 within, and exports of water from the Raymond Basin Area, or
15 any subdivision thereof, as required by the Watermaster;

16 (3) Measure and record the depth to the water
17 table in all wells owned or operated by it within the Raymond
18 Basin Area once a month, or as required by the Watermaster.

19 Any party owning any facilities for the diversion
20 from any source contributing to the supply of the water in
21 the ground in the Raymond Basin Area, or for pumping or
22 otherwise taking water from the ground in said area, at its
23 own expense shall install and at all times maintain in good
24 working order reliable measuring devices and facilities for
25 testing said devices and shall keep records of its diversions
26 and production through the use of such devices and facilities
27 as may be required by the Watermaster; that upon failure of
28 any such party to install such devices and facilities on or

1 before such day as the Watermaster shall fix, after due
2 notice from the Watermaster so to do, the Watermaster shall
3 give the Court notice of such failure for proper action in
4 the premises.

6 XIV

7
8 In addition to other duties herein provided, the
9 Watermaster shall:

10 (1) Supervise the collection, assembly and presenta-
11 tion of the records and other data required of the parties;
12 such records and other data to be open to inspection by any
13 party or its representative during normal business hours.

14 (2) Require all parties hereto to operate their
15 respective wells in a manner which will accomplish the stated
16 purposes of said Agreement and amendment thereto, and will
17 effectuate this Judgment without placing undue burden on any
18 party; study separately pumping patterns in the Monk Hill
19 Basin, Pasadena Subarea, and the Eastern Unit, and report
20 recommendations thereon not less than twice each year; such
21 report shall recognize the right of each party to pump its
22 decreed right, but shall include recommendations as to whether
23 more or less water should be pumped from individual wells;
24 such recommendations shall be calculated to minimize inter-
25 ference among parties, to conserve energy, expense and local
26 water supplies, and to provide for the most efficient and
27 equitable use of groundwater in the Raymond Basin Area; such
28 recommendations shall be advisory only, and shall not be

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FIRM
OF
BEST, E. KRIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
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1 binding upon the parties unless confirmed by order of this
2 Court.

3 (3) Establish an ongoing program to monitor water
4 quality in the Raymond Basin Area.

5 (4) Prepare a tentative annual budget for the
6 fiscal year commencing July 1, separately stating the antici-
7 pated expense for administering the provisions of said Agree-
8 ment and amendment thereto for the release and receipt of
9 water, and the anticipated expense of the administration of
10 the other provisions of said Agreement and amendment thereto
11 and of enforcing this Judgment. The Watermaster shall serve
12 said tentative budget upon each of the parties on or before
13 May 1 of each year. If any party has any objection to said
14 tentative budget, or any suggestions with respect thereto, it
15 shall present the same in writing within ten (10) days after
16 service thereof upon it. Thereafter, the Watermaster shall
17 prepare a final budget and serve the same upon each party.
18 If any party objects to said final budget it may make written
19 objection thereto by filing its objection with this Court
20 within fifteen (15) days after service of the same upon it,
21 after first having served such objection upon each party
22 hereto, and shall bring such objection on for hearing before
23 this Court within fifteen (15) days after such filing, or at
24 such time as the Court may direct.

25 If no objection to said budget be made as herein
26 provided, it shall be the annual budget for the particular
27 year involved. If objection to such budget be filed with
28 this Court as herein provided, then the annual budget shall

1 be determined by the order of this Court.

2 (5) Make an annual report on or before September 1
3 of each year to the parties hereto of the scope of the Water-
4 master's work during the preceding fiscal year and a statement
5 of receipts and expenditures in appropriate detail, segregated
6 as to the items attributable to the administration of the
7 provisions of said Agreement and amendment thereto respecting
8 the release and receipt of water, and as to the items attri-
9 butable to the administration of the other provisions of said
10 Agreement and amendment thereto and to the enforcement of
11 this Judgment.

12
13 XV
14

15 The cost of enforcing this Judgment or any order or
16 direction of this Court or of the Watermaster (other than
17 those with respect to the release and receipt of water in
18 accordance with the provisions of said Agreement and amendment
19 thereto) shall be borne by the parties in proportion to their
20 respective decreed rights as determined in Paragraphs V
21 and VI of this Judgment, and the Watermaster shall assess
22 such cost to each party accordingly.

23 Payment thereof shall be made by each party within
24 thirty (30) days after the annual budget shall have become
25 final and the service on such party by the Watermaster of a
26 statement of the amount due. If payment be not made within
27 said thirty (30) days, such payment shall be delinquent and
28 the Watermaster shall add a penalty of ten percent (10%)

1 thereof to said statement, and the amount of said statement
2 plus said penalty thereupon shall be due and payable. Payment
3 required of any party hereunder or under the terms of said
4 Agreement and amendment thereto may be enforced by execution
5 issued out of this Court or as may be provided by any order
6 hereinafter made by this Court. All payments and penalties
7 received by the Watermaster, except payments received on
8 account of the release and receipt of water, shall be deposited
9 by the Watermaster in a fund which shall be designated "The
10 Watermaster Service Fund" and shall be expended for the
11 administration of the Agreement and amendment thereto and the
12 enforcement of this Judgment in accordance with the annual
13 budgets herein provided for. Any money remaining at the end
14 of any year shall be available for use the following year for
15 such Watermaster service. Money collected or received by the
16 Watermaster in connection with the release and receipt of
17 water under the provisions of said Agreement and amendment
18 thereto shall be deposited by him in a special deposit fund
19 and paid out by him in accordance with the provisions of said
20 Agreement and amendment thereto.

21
22 XVI
23

24 Any Watermaster ceasing to perform Watermaster
25 service hereunder immediately upon such cessation shall
26 deposit with the clerk of this Court all funds in his posses-
27 sion collected from the parties in accordance with this
28 Judgment or said Agreement and amendment thereto, and forth-

1 with shall serve upon the parties hereto and file with this
2 Court his final account and report, and shall deliver to his
3 successor, or as the Court may direct, all property and all
4 records or certified copies thereof.

6 XVII

8 Any party having objection to any determination or
9 finding made by the Watermaster, other than as provided in
10 subparagraph (4) of Paragraph XIV hereof, may make the same
11 in writing to the Watermaster within thirty (30) days after
12 the making of such determination or finding after first
13 having served a copy of such objection upon each party, and
14 within thirty (30) days thereafter the Watermaster shall
15 consider said objection and shall amend or affirm his finding
16 or determination; any party objecting thereto within thirty
17 (30) days thereafter may file its objections with this Court,
18 bringing the same on for hearing before said Court within
19 sixty (60) days thereafter, or at such time as the Court may
20 direct, after first having served said objection upon each
21 party. The Court may affirm, modify, amend or overrule any
22 such finding or determination of the Watermaster.

24 XVIII

26 Within thirty (30) days after the appointment of
27 the Watermaster, each of the parties shall file with the
28 Watermaster and serve on each party the name and address of

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1 the person to whom any notice, demand, request, objection or
2 the submission of any budget and the annual report is to be
3 made or given, and each of said parties may change the name
4 and address of said person from time to time by filing said
5 changed name and address with the Watermaster and by serving
6 a copy thereof upon each of the parties hereto.

7 Any notice, demand, request, objection or the
8 submission of a budget and the annual report required or
9 authorized by this Judgment or said Agreement and amendment
10 thereto to be given or made to or served upon any party or
11 the Watermaster, shall be delivered or mailed by registered
12 mail postage prepaid to the person so designated at the
13 address last filed with the Watermaster. Such service by
14 mailing shall be complete at the time of the deposit in the
15 United States mail.

16 Notice of any other motion or proceeding herein may
17 also be given by service upon the person and at the address
18 filed with the Watermaster, in the manner designated in this
19 Paragraph, provided that certified or registered mail may be
20 used. If any party or successor in interest has failed to
21 make such filing with the Watermaster, notice may be mailed
22 to the address which the Watermaster uses for such party or
23 successor.

24
25 XIX

26
27 The agreement entered into by certain parties,
28 entitled "Raymond Basin Area Water Exchange Agreement of 1943"

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1 and amendment thereto, a copy of which is attached hereto,
2 and each and all of its terms and provisions be, and the same
3 is and are hereby fully approved, and said Agreement and
4 amendment thereto is hereby expressly made a part of this
5 Judgment to the same purpose and effect as though said Agree-
6 ment and amendment thereto were at this point fully herein
7 written and set forth at length; provided, however, that
8 California-Michigan Land and Water Company, Sunny Slope Water
9 Company, and Ernest Crawford May, as Executor of the Last
10 Will and Testament of Charles Heuston Hastings, deceased, who
11 are not parties to said Agreement or amendment thereto, shall
12 not be bound by nor required to perform any of the provisions
13 thereof, nor pay any part of the cost of administering or
14 enforcing said Agreement or amendment thereto; that the power
15 of the Court is hereby expressly made to underlie all of the
16 terms and provisions of said Agreement and amendment thereto
17 and the enforcement thereof, and that the parties thereto,
18 and each thereof, are hereby ordered to perform fully said
19 Agreement and amendment thereto and all of its said terms and
20 provisions.

21 No taking of water by any party under the provisions
22 of said Agreement and amendment thereto concerning the release
23 and receipt of water in any amount in excess of its decreed
24 right to pump or otherwise take water from the ground in the
25 Raymond Basin Area shall constitute a taking adverse to any
26 other party; nor shall any party have the right to plead the
27 statute of limitations or an estoppel against any other party
28 by reason of its said taking of water in the Raymond Basin

1 Area pursuant to a request for the release of water; nor
2 shall such release of water by any party constitute a for-
3 feiture or abandonment by such party of any part of its
4 decreed right to water; nor shall such release in any wise
5 constitute a waiver of such right, although such water, when
6 released under the terms of said Agreement and amendment
7 thereto, may be devoted to the public use of others; nor
8 shall such release of water by any such party in any wise
9 obligate any party so releasing to continue to release or
10 furnish water to any other party or its successor in interest,
11 or to the public generally, or to any part thereof, otherwise
12 than as provided in Article IV of said Agreement and amendment
13 thereto.

14
15 XX
16

17 In the event any party shall serve upon the parties
18 and file with the Watermaster and with the Court a declaration
19 of forfeiture or abandonment of its decreed right, or any
20 part thereof, said party shall be relieved of the payment of
21 further costs of administering the provisions of said Agreement
22 and amendment thereto and enforcing this Judgment applicable
23 to the right so forfeited or abandoned; provided that said
24 relief from said further costs shall not become effective
25 until the beginning of the next fiscal year for which a
26 budget has not become final; and provided that said party
27 making such forfeiture or abandonment shall pay to the
28 Watermaster its proportion of such costs to the effective

1 date of such relief from costs. The amount of water so
2 abandoned or forfeited shall be available immediately for use
3 by the parties in the proportions set forth in Paragraphs V
4 and VI hereof, pending the time that any review shall have
5 been made as provided for in Paragraph XXI hereof.

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XXI

9 The Court hereby reserves jurisdiction and authority
10 upon application of any party hereto, or upon its own motion,
11 to review (1) its determination of the safe yield of either
12 or both of said units of the Raymond Basin Area, or (2) the
13 rights, in the aggregate, of all of the parties in either or
14 both of said units as affected by the abandonment or forfeiture
15 of any right, in whole or in part, decreed herein, and by the
16 abandonment or forfeiture of any right by any other person or
17 entity, and, in the event material change be found or any
18 such abandonment or forfeiture be established, to adjudge
19 that the decreed right of each party to pump or otherwise
20 take water from the ground in the Raymond Basin Area shall be
21 changed proportionately in the same manner as originally
22 fixed herein; provided, however, that notice of such review
23 shall be served on all parties at least thirty (30) days
24 prior thereto and that the review of its determination of the
25 safe yield of either or both of said units of the Raymond
26 Basin Area shall be had not more frequently than at five (5)
27 year intervals after the date hereof. Except as provided
28 herein, and except as rights decreed herein may be abandoned

1 or forfeited by nonuser, in whole or in part, each and every
2 right decreed herein hereby is fixed as of the date hereof.

3
4 XXII

5
6 The Court hereby reserves jurisdiction and authority
7 at any time, upon application of any party, the Watermaster,
8 or upon its own motion, to make such modifications of, or
9 such additions to, the provisions of this Judgment, or to
10 make such further order or orders, as may be necessary or
11 desirable for the adequate enforcement, protection or preserva-
12 tion of the rights of the respective parties as declared in
13 this Judgment or as provided in said Agreement and amendment
14 thereto. The Court further reserves jurisdiction to make any
15 other and/or additional orders of sufficient kind and nature
16 to protect the waters in said Raymond Basin Area or any
17 portion thereof from contamination of the groundwater supply
18 from cesspool effluent or surface waters.

19
20 XXIII

21
22 The defendant California-Michigan Land and Water
23 Company is entitled to become a party to the Raymond Basin
24 Area Water Exchange Agreement of 1934 and thereby become
25 entitled to receive water upon the same terms and conditions
26 provided in said Agreement with respect to the several parties
27 thereto.

LAW
FIRM
OF
BEST, B. : KRIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

XXIV

The defendant Bradbury Estate Company, a corporation,
and Eugene E. Bean be and they hereby are dismissed without
costs.

XXV

None of the parties is entitled to recover its
costs as against any other party."

2. That the transfer and ownership water rights
set forth in Paragraphs IV and V of the proposed modified
form of Judgment be confirmed.

This motion is made under the continuing jurisdiction
of the Court as provided in Paragraph XXII of the Judgment
entered herein on December 23, 1944.

The motion is made upon the grounds and for the
reasons hereinafter set forth. Since entry of the Judgment,
the Department of Water Resources of the State of California
has acted as Watermaster, assisted by the Raymond Basin
Advisory Board. As a result of numerous meetings among those
parties holding rights within the Raymond Basin Area, it was
concluded that the management structure for the basin should
be changed. It is proposed that the Advisory Board be abolished
and that a new "Raymond Basin Management Board" be established

LAW
FIRM OF
BEST, BLANK & KRIEGER
4200 ORANGE STREET
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1 which would be the Watermaster. The purpose of this change
2 is to give all of the pumpers within the Raymond Basin Area a
3 larger role in the operation of the basin, particularly with
4 respect to the underground storage of imported water. Studies
5 have been made which indicate that storage capacity in the
6 basin is available, and that the storage of imported waters
7 should be integrated with the production of natural supplies.
8 The modifications to the Judgment proposed herein also vest
9 the Management Board with authority to permit increased
10 flexibility in the exercise of the respective decreed rights
11 of the parties. Nothing, however, is intended to alter or
12 interfere with such rights. The make-up of the Management
13 Board, and its powers and responsibilities, are primarily set
14 forth in Paragraphs X, XI and XII of the proposed modified
15 Judgment.

17 A number of transfers of water rights have taken
18 place since those confirmed in the last 1974 modifications of
19 this Judgment. Most of these transfers have been reported to
20 the Watermaster, and have been included in the Watermaster's
21 Annual Reports. The revisions set forth in Paragraphs IV
22 and V of the proposed modified Judgment represent all changes
23 which have occurred, and reflect the present ownership of
24 water rights within the Raymond Basin Area.

25
26 Since the proposed modifications would represent
27 the fourth time in which the Judgment has been amended, and
28 it has become difficult to follow all of the changes, plaintiff

LAW FIRM OF
BEST, BLUM & KRIEGER
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502

1 proposes by this motion to have the Judgment restated in a
2 single form, including the past and proposed modifications.

3
4 The motion will be based upon this notice, the
5 terms of the Judgment and the continuing jurisdiction of the
6 Court, the accompanying declaration, and upon any oral or
7 documentary evidence presented at the hearing.

8
9 DATED: February 22, 1984.

10
11 VICTOR KALETA
12 City Attorney, Pasadena

13 and

14 BEST, BEST & KRIEGER
15 Special Counsel for the
16 City of Pasadena

17 By: Arthur L. Littleworth
18 Arthur L. Littleworth
19
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25
26
27
28

T. Guy Cornyn
City Attorney of Sierra Madre
51 E. Huntington Drive
Arcadia, California
Douglas 7-5159

(COPY)

Kenneth K. Wright
Special Counsel
215 West 7th Street
Los Angeles 14, California
Trinity 8404

Attorneys for City of Sierra Madre

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

CITY OF PASADENA, a Municipal
Corporation,

Plaintiff,

vs.

CITY OF ALHAMBRA, a Municipal
Corporation, et al.,

Defendants.

No. Pasadena C-1323

ORDER

The motion of the defendant, City of Sierra Madre, for an order approving that certain agreement made and entered the 30th day of June, 1950, by and between the City of Sierra Madre as party of the first part and the City of Arcadia as party of the second part and authorizing and permitting the City of Sierra Madre to salvage, spread, recover and recapture the waters therein referred to in the manner and to the extent and subject to the conditions therein set forth, and determining that the waters so salvaged and conserved by the City of Sierra Madre under the terms of said agreement are not waters constituting the safe yield of the Eastern Unit, but are waters in excess thereof and may be taken

from the ground by the City of Sierra Madre in addition to the waters to which it is entitled under its decreed right as determined by the judgment herein, and that the injunction provided for in the judgment restricting the taking by the City of Sierra Madre of water from said Eastern Unit to the amount of its decreed right shall not apply to such waters so salvaged by it, and authorizing and directing the water master to make the determinations provided for in said agreement and to permit the City of Sierra Madre to take from the ground waters to which it is entitled under the terms, conditions, provisions and restrictions of said agreement and to permit and supervise the release and exchange thereof as provided in said agreement, came on regularly for hearing at the hour of two o'clock P.M. on Friday, the 22nd day of September, 1950, before the Honorable Daniel N. Stevens, Judge Presiding in Department Pasadena "B" of the above entitled court, T. Guy Cornyn, City Attorney, and Kenneth K. Wright, Special Counsel, appearing as attorneys for defendant City of Sierra Madre, and H. Burton Noble, City Attorney, appearing as attorney for plaintiff City of Pasadena, Gerald E. Kerrin, Special Counsel, Appearing as attorney for defendant City of Arcadia, and Mark Nosler, appearing as attorney for the Division of Water Resources, Department of Public Works, State of California, water master herein, and it satisfactorily appearing that due and regular notice thereof had been given to each and all of the parties to said action, and no objection or opposition thereto having been made or filed, and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the agreement made and entered into the 30th day of June, 1950, by and between the City of Sierra Madre, as party of the first part, and the City of Arcadia, as party of the second part, a copy of which is attached hereto, and each

and all of its terms and provisions be, and the same is hereby, fully approved, and said agreement is hereby expressly made a part of this Order to the same purpose and effect as though said agreement were at this point herein written and set forth at length, and the power of this Court is hereby expressly made to underlie all the terms and provisions of said agreement and the enforcement thereof:

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, City of Sierra Madre, be and it is hereby authorized and permitted to salvage, spread, recover and recapture the waters referred to in said agreement in the manner and to the extent and subject to the conditions therein set forth, and that such waters, so salvaged and conserved by defendant, City of Sierra Madre, under the terms of said agreement and to the extent therein specified, will not be, nor shall they be deemed to be, waters constituting the safe yield of the Eastern Unit as specified in the judgment herein, but will be, and shall be deemed to be, waters in excess thereof, and said defendant, City of Sierra Madre, may take such waters from the ground in addition to the waters which it is entitled under its decreed right as determined by the judgment herein, and that the injunction provided for in said judgment restricting the taking by the defendant, City of Sierra Madre, of water from said Eastern Unit to the amount of its decreed right shall not apply to such waters so salvaged by it; provided, however, that the amount of water which may be so taken by said defendant, City of Sierra Madre, shall be determined by the water master as provided in said agreement, and its right to take such water from the ground shall be subject to each and all of the terms and provisions of said agreement;

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the water master provided for in said judgment herein be and it is hereby authorized and directed to make each and all of the determinations provided to be made by such water master under the terms and provisions of said agreement, and to permit the City of Sierra Madre to take from the ground the water to which it is entitled under the terms, conditions, provisions and restrictions of said agreement and to permit and supervise the release and exchange thereof to the extent and in the manner provided for in said agreement;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of making the determinations to be made by the water master and which the defendant, City of Sierra Madre, is required to pay under the terms of said agreement shall be paid to the water master by said defendant, City of Sierra Madre, at such times and in such amounts as the water master may require, and said water master may require the same to be paid in advance and prior to the making of such determinations; such funds when paid by the defendant, City of Sierra Madre, may be deposited and withdrawn by the water master in and from such funds and in such manner as may be required by law; any balance remaining in the hands of the water master after the termination of such service by the water master shall be repaid to the defendant, City of Sierra Madre;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court hereby reserves jurisdiction and authority upon application of any party, the water master, or upon its own motion, to make such modifications of and such additions to the provisions of this Order or to make such further order or orders as may be necessary or desirable for the adequate enforcement, protection or preservation of the rights of the respective parties

as declared in this Order and as provided for in said agreement.

Dated this 6th day of October, 1950.

DANIEL N. STEVENS
Judge of the Superior Court

A G R E E M E N T

THIS AGREEMENT, made this 30th day of June, 1950, by and between the CITY OF SIERRA MADRE, party of the first part, hereinafter sometimes referred to as Sierra Madre, and the CITY OF ARCADIA, party of the second part, hereinafter sometimes referred to as Arcadia;

W I T N E S S E T H :

THAT WHEREAS, the parties hereto are parties to that certain action in the Superior Court of the State of California, in and for the County of Los Angeles, entitled "City of Pasadena, a municipal corporation, plaintiff, vs. City of Alhambra, a municipal corporation, et al., defendants, No. Pasadena Cl323," and are also parties to the Raymond Basin Area Water Exchange Agreement of 1943; and

WHEREAS, judgment in said action was made and entered on or about the 23rd day of December, 1944, which said judgment approved said Raymond Basin Area Water Exchange Agreement of 1943; and

WHEREAS, the parties hereto are the only parties to said action pumping or extracting water from the Eastern Unit of the Raymond Basin Area, as defined in said judgment, and the only parties under the terms of said judgment entitled to take and produce water therefrom, the decreed right of Sierra Madre being 1264 acre feet per year and the decreed right of Arcadia being 2527 acre feet per year; and

WHEREAS, said judgment permits Sierra Madre to divert from Little Santa Anita Creek, a Source contributing to the supply of water in the ground in said Eastern Unit, six cubic feet per second, being the maximum capacity of its diversion works; and

WHEREAS, the Los Angeles County Flood Control District has erected Santa Anita Dam in Santa Anita Creek, a source contributing to the water

EXHIBIT "A"

supply in said Eastern Unit, which said Dam holds and retains waters which would otherwise flow out of said Eastern Unit; and

WHEREAS, the flow of said Santa Anita Creek is such that, even with the control thereof by the Flood Control District, there are large quantities of water which will flow out of and be lost to the Eastern Unit and are in excess of those which would normally percolate into the underground gravels of said Unit; and

WHEREAS, Sierra Madre desires to and will capture such excess waters and cause the same to be spread upon the gravels of said Eastern Unit so as to cause the same to percolate therein for the purpose of storing the same in the gravels of said Eastern Unit and for the purpose of later recapturing the same and putting the same to beneficial use, and to that end Sierra Madre filed Application No. 12888 with the Division of Water Resources, Department of Public Works, of the State of California, upon which it has received Permit No. 7468 authorizing it to appropriate 1500 acre feet of water each year at the rate of 30 cubic feet per second of such surplus waters of said Santa Anita Creek, and has also filed its Application No. 13463 seeking to appropriate 5000 acre feet each year of the surplus waters of said Santa Anita Creek at the rate of 30 cubic feet per second, which said Application is still pending, all of such waters to be spread and caused to enter the gravels of said Eastern Unit and to be thereafter recaptured and put to beneficial use; and

WHEREAS, the Los Angeles County Flood Control District proposes to acquire spreading grounds located below the proposed point of diversion of Sierra Madre, and the proposed plans of said Los Angeles County Flood Control District and of the United States Army Engineers provide for the concrete lining of the channel of Santa Anita Creek, which will prevent

the normal percolation of waters from said stream; and

WHEREAS, the normal percolation of water into the Eastern Unit from the stream bed of Santa Anita Creek is an average of 1420 acre feet per year, and such is the amount of percolation therefrom upon which the safe yield of the Unit as determined by said judgment was based and the rights of the parties hereto were fixed; and

WHEREAS, the Los Angeles County Flood Control District proposes to spread sufficient waters of said Creek to maintain the normal percolation thereof after the channel of said Santa Anita Creek is lined; and

WHEREAS, the channel of Little Santa Anita Creek is now lined with concrete and practically all waters passing the diversion works of Sierra Madre and flowing in said concrete lined channel of said Little Santa Anita Creek flow out of and beyond the limits of said Eastern Unit and are lost thereto; and

WHEREAS, Sierra Madre since the date of the said judgment discontinued the use of one of its diversion works known as Quarter Way, but still maintains tunnels by and through which water is diverted from said Little Santa Anita Creek; and

WHEREAS, at certain times Sierra Madre does not require the full amount of waters diverted by its diversion works on Little Santa Anita Creek; and Arcadia desires to utilize such supply when Sierra Madre does not require it or is willing to permit the use thereof by Arcadia; and

WHEREAS, Sierra Madre desires to spread and cause to enter into the gravels waters diverted by it by its said diversion works and tunnels but which are not taken by Arcadia under the terms hereof for the purpose of storing the same therein for later recapture and beneficial use; and

WHEREAS, Sierra Madre has facilities for capturing and spreading waters flowing in certain streets in said City and also waters flowing in said concrete lined channel of said Little Santa Anita Creek below its diversion works, and which said waters unless captured and salvaged by Sierra Madre would flow beyond the limits of said Eastern Unit and be lost to it; and

WHEREAS, it is the desire of the parties hereto to secure the greatest conservation of waters tributary to the Eastern Unit and to permit the salvage of surplus waters which without spreading or other conservation measures would flow out of and be lost to the Eastern Unit;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, it is agreed by and between the parties as follows:

1. The first duty of the waters of Santa Anita Creek is the maintenance of the average annual supply to the Eastern Unit, an average of 1420 acre feet of water per annum, whether such supply is maintained and provided through percolation in channel of said Santa Anita Creek or the spreading by the Los Angeles County Flood Control District. After such supply has been provided for, Sierra Madre shall have the right to take and spread waters under its present Permit No. 7468 issued under Application No. 12888 or its pending Application No. 13463 or any permit or license issued under or pursuant to either or both said applications, and the waters so salvaged by Sierra Madre by spreading shall be and become waters belonging to it, and it may store the same in the gravels in said Eastern Unit and thereafter recapture the same as it may require the same for beneficial use.

2. Sierra Madre shall deliver to Arcadia, at any point on its transmission main therefor designated by Arcadia, waters from its tunnels

and Little Santa Anita Creek which it does not desire to use, and Arcadia shall pay to Sierra Madre the sum of \$12.00 per acre foot of water so delivered. Arcadia shall, at the election of Sierra Madre, release to Sierra Madre a like amount of water available to Arcadia under its decreed right in the Eastern Unit. Sierra Madre shall pay the sum of \$6.00 per acre foot for each acre foot of water so released to it by Arcadia. The release, acceptance, and payment for such water so released by Arcadia shall be made in accordance with the terms of the judgment and the Raymond Basin Area Water Exchange Agreement of 1943. Arcadia shall install and maintain appropriate measuring devices to measure the water delivered to it by Sierra Madre from its tunnel supply.

3. Sierra Madre may restore and reconstruct the Quarter Way diversion, provided, however, that the total capacity of its diversion works together with tunnels shall not exceed six cubic feet of water per second. Subject to its obligation to deliver water to Arcadia as herein provided, Sierra Madre may spread water from its diversion works from Little Santa Anita Creek, waters collected by it from its streets, and waters flowing in the concrete lined channel of Little Santa Anita Creek; and waters so spread and placed in the gravels of the Eastern Unit shall be and become the property of Sierra Madre and be subject to recapture and use by it in like manner as waters spread from Santa Anita Creek.

4. The water master provided for in said judgment shall make all determinations with respect to the amount of waters salvageable and actually salvaged and conserved by Sierra Madre under the terms hereof, and he shall likewise determine the amount of water which may be held in storage without prejudices to existing rights and also the amounts to be deducted from any water stored by Sierra Madre in said Eastern Unit under the terms hereof by reason of any increased leakage of water out of the Eastern

Unit arising by reason of such storage. It is appreciated that the determinations to be made by the water master must to a considerable extent be based upon observations made over an extended period of time, and therefore the water master may make an estimate of the amount of water which may become available to Sierra Madre during any period based upon the probable results of the conservation made, or proposed to be made, with respect to the several sources of supply, and Sierra Madre may take water to the extent of such estimate prior to the determination of the actual amounts available to it under the terms hereof. Provided, however, that should the final determination of the amount available to it show that the amounts withdrawn were in excess of the amounts actually made available to it by reason of the conservation herein provided for, then any such deficiency shall be charged to and be deducted from its decreed right in and to the safe yield of the basin, as determined by said judgment. All determinations by the water master hereunder shall be made in such manner and at such times as the water master may determine, and such determinations shall be subject to revision and adjustment by the water master as conditions may require. Sierra Madre shall install such measuring or other facilities or devices as may be required by the water master to make the determinations with respect to the waters conserved and salvaged by it, and the cost of making such determinations shall be paid by Sierra Madre. Determinations made by the water master hereunder shall be subject to review in like manner as determinations made under the judgment and the Raymond Basin Area Water Exchange Agreement of 1943.

5. The waters salvaged and conserved by Sierra Madre under the terms hereof are not waters constituting the safe yield of the Eastern Unit as found and determined in said judgment, but are waters in excess

thereof, and Sierra Madre may take the same from the ground in addition to its decreed right to water as determined in said judgment, and the injunction provided for in said judgment restricting its taking of water from said Eastern Unit to the amount of its decreed right shall not apply to such waters so salvaged by it, but in all other respects the injunction and restraints with respect to the production of water by the parties hereto from said Eastern Unit, as provided in said judgment, shall remain in full force and effect.

6. The amount of water herein stated to be the average annual supply of water to the Eastern Unit by normal percolation from Santa Anita Creek, to wit, 1420 acre feet per year, shall be subject to revision by the water master upon any determination of safe yield made by him, as provided in said judgment. Any waters becoming available to the parties under the terms hereof shall be subject to release and exchange under the provisions of said judgment and said Raymond Basin Area Water Exchange Agreement of 1943, except as herein otherwise expressly provided. Such waters may be used by the party entitled thereto and sold and delivered by such party to its consumers for use in such places and in such manner as such party sees fit, whether such use is within or without the boundaries of the Eastern Unit, and such waters, except as herein otherwise expressly provided, shall be and become subject to the terms and provisions of said judgment and the said Raymond Basin Area Water Exchange Agreement of 1943 and shall be subject to control by the water master as therein and herein provided.

7. The parties hereto agree that they will cooperate in seeking to obtain the approval of this agreement by the court and will stipulate to the making by the court of such order or orders as may be required to

effectuate the terms hereof and will take such other steps as may be required or appropriate to effectuate this agreement and to put it in full operation and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

CITY OF SIERRA MADRE

By W. A. KINNEY
Mayor

Attest:

LAWRENCE B. BRAIN
City Clerk

CITY OF ARCADIA

By THOMAS C. SULLIVAN
Mayor

Attest:

R. C. EWING
City Clerk

(COPY)

A G R E E M E N T
SANTA ANITA WASH

THIS AGREEMENT, made and entered into this 12th day of
December, 1950,

BY AND BETWEEN

THE LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT, a body politic and corporate,
organized and existing under an Act of
the Legislature approved under June 12,
1915, hereinafter called "DISTRICT",

AND

THE CITY OF SIERRA MADRE, a municipal
corporation of the State of California,
hereinafter called "CITY",

W I T N E S S E T H:

WHEREAS, both the City and the District are interested in the
conservation of the flood and storm waters of the Santa Anita Wash and
desire to cooperate in the construction of headworks in Santa Anita
Canyon and a pipeline to carry the waters from said point of diversion
in Santa Anita Canyon to the spreading grounds of both the District and
the City, so that said flood and storm waters may be made to percolate
into the underground basin from whence it may be subsequently pumped for
domestic and irrigation purposes; and,

WHEREAS, the District is authorized by Section 17 of said Los
Angeles County Flood Control Act to cooperate with and act in conjunction
with municipalities and other public agencies in the construction of

such public works, for the purpose of conserving the flood and storm waters of the District for beneficial use;
and,

WHEREAS, the City has heretofore undertaken the program of diverting and spreading certain waters of the Santa Anita Canyon and has requested financial assistance in the completion of said project, as more particularly set forth in Resolution No. 1124 of the City Council of said City; and,

WHEREAS, the Board of Supervisors of District has included within its current budget, Item No. 156, the sum of \$53,000.00 for said work;

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, the parties hereto mutually agree as follows, to wit:

District agrees to pay to the City of Sierra Madre the sum of \$53,000.00, the same being the amount budgeted under Item No. 156, to assist said City in the construction of a joint water conservation project in and adjacent to Santa Anita Canyon as requested in the City's Resolution No. 1124, to which reference is hereby made for further particulars;

City agrees to use said funds for the construction by it of headworks in Santa Anita Canyon and a joint pipeline therefrom to the District's proposed spreading grounds and the spreading grounds of City, all in accordance with plans therefor duly approved by District;

IT IS UNDERSTOOD AND AGREED that the said headworks and pipeline constitute a unit of District's program to provide off-stream spreading grounds which will replace the percolation lost by the construction of impervious channels to be constructed in existing streambeds by the

United States District Engineer, and that City will commence said work and carry it on to completion during the current fiscal year and will thereafter operate its spreading grounds in a good and workmanlike manner, so as to cause the maximum amount of water to percolate into the ground.

IT IS FURTHER UNDERSTOOD AND AGREED that District will operate and maintain the headworks and that the City will operate and maintain the pipeline.

THE LETTER of Harold W. Kennedy, County Counsel, dated October 23, 1950, together with the memorandum of Finley B. Lafferty, dated October 19, 1950, copies of which are hereto attached and marked as Exhibits A and B respectively, are hereby made a part of this agreement as fully as though they were herein set forth at length.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By /s/ Roger W. Jessup
Chairman, Board of Supervisors

ATTEST:

HAROLD J. OSTLY, County Clerk
and ex-officio Clerk of the
Board of Supervisors of said
District,

By /s/ Ray E. Lee
Deputy

CITY OF SIERRA MADRE,

By /s/ W. A. Kinney
Mayor

ATTEST:

LAWRENCE B. BRAIN, City Clerk
of said City

By /s/ Lawrence B. Brain

Approved as to Form
HAROLD W. KENNEDY
County Counsel

By /s/ Roy W. Dowds
Assistant